

AmeriCorps*NCCC Member Handbook

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AmeriCorps*NCCC Member Handbook

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Corporation for National and Community Service
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for people with disabilities.



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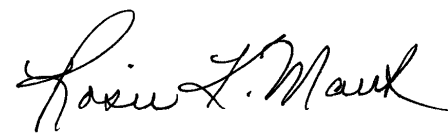
FOREWORD

Welcome to AmeriCorps! Since 1993, more than 250,000 Americans have given back to their neighbors and their nation through this program. They have served in all 50 states, Guam, and Puerto Rico; in urban communities and rural areas; through large, national nonprofit groups and small community and faith-based charities. Throughout, they have helped to meet critical needs in education, the environment, public safety, disaster relief, and, most recently, homeland security. In answering President's Bush's Call to Service—his challenge to all Americans to give the equivalent of two years of service over the course of their lifetimes—you have become part of that tradition, and we thank you for your commitment to service.

You also now have a significant responsibility. As an AmeriCorps member, you are a representative of a national program of more than 50,000 people. Because you have made a commitment to serve, you are a role model for people of all ages in your community. As that role model, you will show others the importance of serving; demonstrate what it means to be an active citizen; provide opportunities for others to serve; and uphold and pass on the ethic of service—whether through recruiting and supervising volunteers from the community, organizing a service project for local residents, telling others about your experience with AmeriCorps, or encouraging your friends to join AmeriCorps.

In addition to specific information about AmeriCorps*NCCC, this handbook provides an overview of AmeriCorps, as well as important information about your rights and responsibilities, your education award, and ways you can make service a lifetime commitment. If you have questions about issues that are unclear or not covered in the handbook, please ask your campus director. You can also receive up-to-date information on the AmeriCorps website at www.americorps.org.

Best wishes for a productive and enjoyable year serving your neighbors and your nation as an AmeriCorps member.



Rosie K. Mauk

**Director
AmeriCorps**

OVERVIEW OF AMERICORPS

AmeriCorps engages more than 50,000 Americans each year in intensive service to meet community needs in education, the environment, homeland security, and other areas. AmeriCorps members serve with national nonprofit organizations like Habitat for Humanity, the American Red Cross, and Teach for America, as well as with hundreds of smaller community organizations, both secular and faith-based. Other members serve with AmeriCorps*NCCC, a team-based residential program for adults age 18 to 24, or work in low-income communities with AmeriCorps*VISTA. In exchange for a year of service, AmeriCorps members earn an education award that can be used to pay for college or to pay back student loans.

AMERICORPS*NCCC

AmeriCorps*NCCC (National Civilian Community Corps) is a full-time residential program for men and women between the ages of 18 and 24. It combines the best practices of civilian service with the best aspects of military service, including leadership development and team building. Because members are trained in first aid and can be assigned to new duties on short notice, they are particularly well-suited to meeting the nation's homeland security needs.

AmeriCorps*NCCC members work in teams of 10 to 14 members. Priority is given to projects in homeland security and disaster relief. Members have responded to every major disaster since 1994, including the September 11, 2001, terrorist attacks. Members also preserve parks and streams, build homes, and tutor youth. Projects usually last from six to eight weeks. In approximately 70 percent of projects, teams live away from the campus in the community in which they are serving. Project sponsors include nonprofits, park agencies, and faith-based groups. National partners include the Federal Emergency Management Agency, the American Red Cross, Habitat for Humanity, and the U.S. Forest Service.

AmeriCorps*NCCC members are based on one of five campuses: Charleston, S.C.; Denver, Colo.; Perry Point, Md.; Sacramento, Calif.; and Washington, D.C. Three of these are located on closed military bases.

AmeriCorps*NCCC is open to U.S. citizens, nationals, or lawful permanent residents ages 18 to 24. Members serve full time for 10 months. Upon successful completion of their service, they receive an education award of \$4,725 to help pay for college or graduate school, or to pay back student loans. During their service, members receive lodging, meals, uniforms, health benefits, loan forbearance, and a modest living allowance. Members also receive training in CPR, first aid, leadership, team building, and citizenship.

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

The Corporation for National and Community Service provides opportunities for Americans of all ages and backgrounds to serve their communities and country through three programs: Senior Corps, AmeriCorps, and Learn and Serve America. Working with national and community nonprofits, faith-based groups, schools, and local agencies, the Corporation engages more than two million Americans each year in meeting critical needs in education, the environment, public safety, homeland security, and other areas.

Senior Corps taps the skills, talents, and experience of more than half a million Americans age 55 and older to meet a wide range of community needs through three programs: RSVP, Foster Grandparents, and Senior Companions. RSVP volunteers help local police departments conduct safety patrols, participate in environmental projects, provide intensive educational services to children and adults, and respond to natural disasters, among other activities. Foster Grandparents serve one-on-one as tutors and mentors to young people with special needs. Senior Companions help homebound seniors and other adults maintain independence in their own homes.

Learn and Serve America provides grants to schools, colleges, and nonprofit groups to support efforts to engage 1.5 million students each year in community service linked to educational goals. This type of learning, called service-learning, improves communities while helping young people develop their academic and civic skills. In addition to providing grants for such activities, Learn and Serve America sponsors a scholarship and recognition program for outstanding community service by young Americans.

The programs of the Corporation for National and Community Service are part of USA Freedom Corps, a White House initiative to foster a culture of citizenship, service, and responsibility, and help all Americans answer the President's Call to Service.

STAYING INVOLVED

AmeriCorps*NCCC graduates are encouraged to continue to answer the Call to Service, for the AmeriCorps experience is only one part of a lifetime of service. Graduates may commit to another term as an AmeriCorps member, or they may pursue other service options in their communities. For example, graduating members may want to volunteer through their school, place of worship, or other local organizations. Or they may form their own service projects in their communities. Regardless of the path they choose, AmeriCorps graduates have a unique opportunity to transform their communities and shape the future of America.

The Recruitment Office at the Corporation for National and Community Service relies on alumni to spread the word about AmeriCorps. (The Recruitment Office may be reached at 202-606-5000, ext. 566.) Another way AmeriCorps members may stay involved is through National AmeriCorps Association. This independent association provides former members with ongoing affiliation with AmeriCorps, facilitates continued involvement in communities, and makes connections between AmeriCorps alumni. AmeriCorps Alums may be reached at:

National AmeriCorps Association
1400 Eye Street, NW
Suite 560
Washington, DC 20005
tel: (202) 729-8180
fax: (202) 729-8265
e-mail: questions@lifetimeofservice.org
website: www.lifetimeofservice.org

COMMUNITY RESPONSIBILITY

To enter AmeriCorps*NCCC is to become a member of a community. Choosing to become a member of this community implies a commitment to maintaining an environment in which both community and individual goals can be attained. Acceptance as a member of this community is a privilege; sharing in the maintenance of this community is a responsibility; as such, all members are expected to abide by the AmeriCorps*NCCC Code of Conduct.

AmeriCorps*NCCC is committed to maintaining an environment in which diversity is accepted and celebrated. It is celebrated because each individual contributes a wealth of values and experiences to the work and service environment-age, race, gender, ethnicity, physical ability, education, religion, marital status, economic class, political ideology, and more.

As we welcome and cherish these differences, and as we respect and learn from these differences, we enhance our productivity and overall quality of life and recognize that all people are as one. To this end, each member of the AmeriCorps*NCCC community is expected to treat all individuals with a common standard of decency.

RIGHTS AND RESPONSIBILITIES

PURPOSE: To establish an environment in which all AmeriCorps*NCCC members may lead, coach, teach, and learn from all other members.

POLICY:

a. Basic Rights

All members have the right to:

- Serve, work, and learn in an atmosphere free from disrespect, harassment, or discrimination. It is illegal to harass and/or discriminate against others on the basis of their race, color, national origin, sex, age, religion, citizenship, mental or physical disability, or political affiliation. Additionally, there is also a Presidential Executive Order that prohibits discrimination on the basis of race, sex, color, national origin, religion, age, sexual orientation, and status as a parent.
- Be recognized and treated as responsible and capable adults who are willing and able to accept responsibility, both individually and as team members.
- Provide input to region directors concerning campus issues.
- Have grievances and complaints heard and answered in a consistent and timely manner. (See pages 53-55.)

- Have reason for transfers, terminations, and other significant actions clearly stated in writing.
- Appeal inter-campus transfers and dismissal decisions to the national director of AmeriCorps*NCCC.

b. Voting, Electoral, and Lobbying Activities

1. Local or Absentee Voting

Campuses will establish a written plan to enable AmeriCorps*NCCC members to vote either locally, or by absentee ballot. This plan will advise them of their voting rights and responsibilities and provide them with voter registration information.

2. Voting Procedures

Campuses will provide assistance on voting procedures, including assisting eligible voters to request absentee ballots, arranging for absentee ballots to be marked in private, and arranging transportation within a reasonable distance (in the local area) from the campus to polls for members who are eligible to vote.

3. Political Activities

Individuals may engage in political activities while “off duty.” They may actively campaign for, or against, candidates in partisan elections, participate in political rallies and meetings, and hold office in political clubs or parties. Members are prohibited from engaging in political activities while wearing the AmeriCorps*NCCC uniform (or any part that identifies the member as an AmeriCorps*NCCC member).

4. Prohibited Activities

Individuals may not use their authority to coerce or attempt to direct, or advise another member to pay, lend, or contribute anything of value to anyone for political purposes. No member may display posters, stickers, buttons, etc. that have a partisan theme while on the job regardless of location, nor may he or she represent himself or herself as speaking or writing on behalf of AmeriCorps*NCCC, AmeriCorps, or the Corporation for National and Community Service.

c. Rights Relative to Religion

1. Opportunity to Worship

AmeriCorps*NCCC members will be provided the opportunity to worship (or not to worship) as they choose. Campuses will provide members with a list of religious services available in the area. Every reasonable effort will be made to provide access to religious services for members serving in remote locations.

2. Religious Activities

Individuals will not give religious instruction, conduct worship services, or engage in any other religious activity as part of their service or duties, or that would be perceived as part of their service or duties. This does not preclude members and team leaders from engaging in religious activities (e.g., Bible studies) in the dormitories or other AmeriCorps*NCCC buildings during non-service hours. While members are on spike, the use of government vehicles is permitted to attend religious services.

No religious instruction, worship, proselytization, or other religious activity will be conducted as part of a project to which individuals are assigned.

d. Right to Reasonable Accommodation (Physical/Mental Disabilities)

AmeriCorps*NCCC will not deny the benefits of its activities or services to qualified individuals with disabilities and will make reasonable accommodation for the known physical or mental limitations of an otherwise qualified member. In this regard, AmeriCorps*NCCC will not deny the benefits of its activities or services to individuals who, for example, test positive for HIV or have a mental disability that is controlled by medication. However, AmeriCorps*NCCC may deny these benefits to an individual who has an active, contagious disease that constitutes a direct threat to the individual or to others.

Reasonable accommodation may include, but is not limited to:

- Assignment to a campus that is accessible to an otherwise qualified individual.
- Making designated facilities readily accessible to, and usable by, individuals with disabilities.
- Acquiring or modifying equipment or devices, or providing readers or interpreters.

- Other similar actions that do not impose an undue financial or administrative burden on AmeriCorps*NCCC or that would fundamentally alter the program.

In accordance with Section 504 of the Rehabilitation Act of 1973 (as amended), members with special needs have the right to file complaints directly with the Equal Opportunity Counselor at the Corporation for National and Community Service if they believe they have been discriminated against on the basis of their disabilities.

2. Self-Advocacy by Members with Special Needs

- Individuals are responsible for defining their specific accommodation needs and for making sure that they are met. AmeriCorps*NCCC will not impose accommodation on any member. The member must take the lead to:
- Identify himself or herself and his or her needs to the campus director through the team leader and unit leader.
 - Work with AmeriCorps*NCCC to specify, arrange, and follow through on accommodations.
 - Alert the team leader and unit leader immediately to problems he or she encounters that AmeriCorps*NCCC can help resolve.

3. Cost of Accommodation

If the cost of an accommodation would impose an undue financial burden on AmeriCorps*NCCC, the individual with a special need will normally be given the option of providing the accommodation or paying that portion of the cost that would constitute an undue burden.

e. Right to Privacy

1. Member Records

The Privacy Act (5 U.S.C. 552a) gives citizens the right of privacy regarding records maintained on them personally by AmeriCorps*NCCC and/or the Corporation for National and Community Service. It also gives them appropriate access to their own records, including adequate opportunity to correct errors in their record. This right applies to systems of records that contain personal data, where an individual can be located by name or assigned personal identifier. Each campus director will delegate, in writing, a staff member who will be responsible for the maintenance and safeguarding of AmeriCorps*NCCC members’ personnel and medical records.

2. Disclosure of Personal Information

The Privacy Act prohibits disclosure of personal information from these systems of records to an individual other than the subject of the record or to another agency without the express written consent of the subject of the record, or the person’s agent or attorney. However, there are exceptions to this prohibition. These exceptions include:

- Disclosure to officers or employees of the Corporation for National and Community Service who have a need for such information in the official performance of their duties.
- Disclosure to any agency of the federal or a state government for civil or criminal law enforcement purposes, in accordance with established procedures (e.g., the Federal Bureau of Investigation).

3. Disclosure of Medical Information

- Medical information may not be disclosed to anyone, including other AmeriCorps*NCCC members, except under the following circumstances:
- Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the individual and any necessary accommodations.
 - First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.
 - Government officials investigating compliance with the Rehabilitation Act shall be provided relevant information upon request.
 - In addition, some other laws and requirements authorize disclosure-for example, state and federal public health requirements include reporting recently diagnosed cases of certain contagious diseases, and the AmeriCorps*NCCC health benefits plan may require medical information in order to resolve issues concerning the existence of pre-existing conditions.

The protections for medical records apply both during and after the term of service. Further, if an individual reveals medical information in response to a non-medical inquiry, the medical information must be deemed confidential and treated in accordance with the above requirements.

Campuses shall ensure that all members and team leaders are fully informed of their responsibilities under the Privacy Act. Furthermore, all personnel records (including medical) shall be stored and secured at all times. The campus director is ultimately responsible for the safeguarding of these records.

f. Searches and Seizures

1. Searches by Campus Staff

Campuses will comply with Fourth Amendment requirements when there is a need to search a member’s room for evidence of a crime, or for illegal items. Searches will be conducted pursuant to a search warrant issued by a judge, magistrate, or consistent with an established exception to the warrant requirement, such as a consent search, a search under exigent (urgent) circumstances, a search incident to an arrest, or seizing evidence in plain view. Searches are to be distinguished from administrative inspections where AmeriCorps*NCCC staff may enter rooms to inspect for health and safety purposes, including prohibited items, etc. Refusal to allow staff entry to conduct administrative inspections may be grounds for further disciplinary action.

2. Searches by Law Enforcement Officials

AmeriCorps*NCCC staff and members do not have the authority to consent, on any member’s behalf, to the search of that member’s room, vehicle, or other possessions by law enforcement officials.

If law enforcement officials request AmeriCorps*NCCC staff for permission to search a room, the staff member will advise them that they must comply with the requirements of the law of search and seizure. However, NCCC staff will not attempt to physically prevent law enforcement personnel from searching a specific area. Whenever possible, the campus director will be immediately notified of the request by law enforcement officials.

It is not in a member’s interest to challenge a law enforcement official who is conducting a search since he or she has authority to use force to do so. Questions about the validity of the search warrant should be reserved for the courts.

3. Roommates

Roommates who allow or tolerate the evidence of a crime (including illegal drugs) in their room by roommates or others subject themselves to the possibility that all of their private

possessions in that room may be searched, and they may be prosecuted for any stolen goods or illegal substances found in their possession.

Roommates may authorize law enforcement officers, official inspectors, or anyone else to enter rooms shared in common, and a successful prosecution may result from the observation and subsequent seizure of evidence of a crime that is in plain view. However, a roommate may not consent to the search of, or waive a fellow member’s right to the privacy of a desk, bureau, trunk, or other presumptively private container not shared in common.

CODE OF CONDUCT AND PROFESSIONAL BEHAVIOR

PURPOSE: To establish minimum standards of acceptable behavior that will enable members and team leaders to live and work closely together.

CODE OF CONDUCT: Standards of conduct are necessary for both morale and safety. As members of AmeriCorps*NCCC, members and team leaders will be held responsible for their actions; therefore, their conduct should always be in the best interests of AmeriCorps*NCCC.

All AmeriCorps*NCCC members will:

- Model civic pride and responsibility in their daily conduct and behavior and, at all times, present themselves in a manner that reflects positively on themselves and on AmeriCorps*NCCC.
- Treat all persons with respect and courtesy and settle disputes in a non-violent/non-abusive manner, and show respect toward fellow members and staff in AmeriCorps*NCCC.
- Conduct themselves in such a manner so as to avoid intentional or reckless harm to other persons.
- Adhere to the rules and regulations of AmeriCorps*NCCC, the host facility (if any), and all applicable city, state, and federal laws.
- Bear a fair share of the workload and exhibit, at a minimum, satisfactory performance.
- Be punctual for scheduled activities and service assignments.
- Use tools and fire and safety equipment in a safe and proper manner.

- Refrain from using profanity in all professional settings, particularly project sites.
- Wear the AmeriCorps*NCCC uniform with pride.

PROHIBITIONS:

a. Firearms and Other Weapons

Possession of any firearm or other weapon (e.g., knives with blades longer than three inches, brass knuckles, etc.) is strictly prohibited.

b. Illegal Drugs

Possession or use of illegal drugs is strictly prohibited and is cause for immediate dismissal proceedings.

c. Alcohol-Underage Individuals

Possession or use of alcohol by individuals under 21 years of age is prohibited. Possession by such individuals is cause for disciplinary action that could result in dismissal.

d. Alcohol-Individuals 21 and Over

Possession or use of alcohol by individuals 21 years or older is prohibited during service and training hours, at project sites, and in AmeriCorps*NCCC vehicles and facilities. This does not preclude individuals who are of legal age from consuming alcohol during off duty hours and outside the confines of AmeriCorps*NCCC facilities. However, the use of alcohol at any time at a spike worksite, including the place of lodging, is strictly prohibited.

e. Sexual Contact

Members and team leaders will refrain from all forms of sexual contact while on duty, and while in, or in close proximity to, AmeriCorps*NCCC facilities. (This does not include physical contact that is not sexual in nature and is conducted in a friendly and non-offensive manner.)

f. Tobacco

Except in designated areas, with the supervisor’s approval, the use of tobacco products, including smokeless tobacco,

is prohibited in all AmeriCorps*NCCC facilities, AmeriCorps*NCCC vehicles, and work/project sites.

PROFESSIONAL BEHAVIOR: Members and team leaders shall conduct themselves in a professional manner at all times. Each member’s actions reflect on both AmeriCorps*NCCC and AmeriCorps as a whole. Members represent the national service program in the local community. Consequently, members will, at no time act in such a manner that would bring discredit upon Americorps*NCCC, or that in the opinion of the Regional Director, would be prejudicial to the good order and discipline of Americorps*NCCC. Such conduct is subject to appropriate disciplinary action, up to, and including, dismissal.

PROFESSIONAL COURTESY: Courtesy and respect for the opinions of others are integral parts of professionalism. Civilized discussion and constructive criticism are encouraged, but decorum and a constructive atmosphere are to be maintained at all times. Under no circumstances will members be insubordinate to their leaders, AmeriCorps*NCCC staff, or project sponsors. Another part of professionalism is acceptance of decisions. Input into most decisions will be sought and encouraged. Once a decision has been made, however, all staff and members are expected to comply with, implement, and support the decision.

FRATERNIZATION: Relationships between members and staff members (including volunteer and contract personnel) that are exploitive or that have the appearance of partiality, preferential treatment, or the improper use of position for personal gain, are prejudicial to the morale of AmeriCorps*NCCC members and will not be tolerated.

Any nonprofessional relationship between members and staff will inherently cause the perception of partiality or preferential treatment. It may also lead to perceptions of exploitation. Therefore, such relationships are strictly forbidden and will not be tolerated. Violators, including staff (government employees and contractors), will be subject to disciplinary action, up to and including removal.

Nonprofessional relationships between members and staff (including team leaders, volunteers, and contract personnel) include, but not limited to:

- Intimate/sexual relationships.
- Borrowing or lending money, automobiles, or other personal property.

- Engaging in financial or business dealings, or acting as an agent or sponsor with any commercial enterprise.
- Soliciting contributions for gifts, services, or other gratuities that include the use of position to influence or coerce others into buying commodities, goods, or services.
- Allowing services to be performed (compensated or uncompensated) that have no reasonable connection with AmeriCorps*NCCC activities.
- Gambling for goods, services, or money.
- Any activity and/or relationship that, in the judgment of the campus director, may reasonably be perceived to undermine discipline, good order, and/or morale.

DISCIPLINARY STANDARDS

PURPOSE: To establish policy and procedures for the establishment and enforcement of good order and discipline.

POLICY: This policy is published to assist in creating an environment where members not only are encouraged and empowered to complete the program successfully by performing national service, but, at the same time, are taught discipline, team building, and mission accomplishment. It also sets forth the procedures used in disciplining, transferring, and dismissing members/team leaders from AmeriCorps*NCCC. The policy also addresses the appellate rights of members who wish to appeal decisions by their campus directors to either transfer the individuals to other campuses, or dismiss them from the program altogether. The official sanctions set forth below may be used by a campus director in establishing a methodology for the imposition of appropriate punishment. However, there is no requirement to follow a prescribed sequence in the imposition of a particular form of punishment.

OFFICIAL SANCTIONS:

a. Official Verbal Warning

All AmeriCorps*NCCC team leaders and staff are authorized to administer an official verbal warning. This is in addition to informal verbal warnings and other informal attempts to correct deficiencies. An official verbal warning is an official act in the disciplinary process. It will be documented in the appropriate team leader journal and reported to the unit leader. Verbal warnings issued by other staff members will be reported

to the member’s team leader. The member will also be informed that if the member repeats the infraction, further disciplinary action will be initiated.

b. Official Written Warning

If a member continues to behave inappropriately, a written warning will be issued to the member, and a formal incident report will be filed by the team leader or other AmeriCorps*NCCC staff member and approved by the unit leader. The member will acknowledge receipt of the written warning by signing the document. Rebuttals will be submitted through the member’s team leader to the assigned unit leader. By signing the document, the member is only acknowledging receipt of the document, retaining the right to submit his or her interpretation of the events. The incident report, and the written warning, will be placed in the member’s personnel file along with any rebuttal submitted (if any) by the member. The member has three duty days to submit any rebuttal.

AmeriCorps*NCCC acknowledges that there are less serious policy violations and offenses that, although not illegal, are considered violations of the Code of Conduct. If a member repeatedly or periodically continues to demonstrate inappropriate behavior by engaging in a pattern of misconduct, the member may be subject to a fine, suspension, or dismissal.

c. Extra Instruction

When a member has exhibited a deficiency in a specific area of conduct (e.g., not being on time for work, training, or meetings) or performance of duties (e.g., not cleaning his or her room and common areas), the appropriate team leader, unit leader, or campus director, may impose extra instruction in order to correct the deficiency. This extra instruction must be documented by the imposing official. Team leaders may impose up to four hours extra instruction; unit leaders may impose up to eight hours; campus directors may impose up to 12 hours. These limits apply to each person per occurrence. Additionally, the extra instruction must have some relationship with the noted deficiency. Extra instruction, which will be assigned after normal duty hours or on weekends, will not involve activities that are inherently dangerous, demeaning, or otherwise inappropriate. Extra instruction may include campus/residential hall activities that enhance the overall community living conditions on the campus. Extra instruction will not count toward service hour credit.

d. Fines

At the discretion of the campus director, a member may be fined (not more than \$100 for each occurrence) for misconduct that, in the director’s opinion, warrants the imposition of such punishment. The member will also be expected to perform all service hours and other normal duty requirements. This punishment may be given in addition to extra instruction and/or appropriate verbal or written warnings. A fine or suspension may be imposed only if the member has been informed of the misconduct for which punishment is being considered, and has been given an opportunity to present evidence on his or her behalf, or to rebut the evidence against him/her. The fine may not be deducted from the member’s living allowance; however, the member may be required to pay the fine within a specific time period. Failure to pay the fine may result in further disciplinary action up to and including dismissal from the program. Additionally, in order to successfully complete the program and be eligible for the education/cash award, all fines must be paid in full. Campus directors may suspend the imposition of a fine, or any portion thereof, for a specified period not to exceed 90 days based on subsequent appropriate behavior. Before a suspended fine can be reimposed, the director must notify the individual of his or her intent and the reasons for the decision.

SUSPENSION, LOSS OF PRIVILEGES, AND LOSS OF LIVING ALLOWANCE:

At the discretion of the campus director, a member may be officially suspended from all program activities (from one to five days). There will also be a loss of living allowance and loss of service credit toward the education award corresponding directly to the suspension. While suspended, members may attend AmeriCorps*NCCC meals; however, members could face additional administrative sanctions including extra instruction and/or restriction to the dormitory. This form of punishment precludes a member from performing service during the suspension period for which no service credit will be given.

IMMEDIATE SUSPENSION PENDING DISMISSAL HEARING:

The campus director may, at his discretion, suspend a member from the program pending a dismissal hearing. If a member is considered to be a current and direct threat either to himself or herself or to other members of AmeriCorps*NCCC, the campus director may remove him/her from the campus until the hearing can be held. The campus director is the final authority for suspension and dismissal. The national program director is the appellate authority.

Examples of infractions that may lead to immediate suspension and dismissal include, but are not limited to:

- Incidents where the member is shown to be a current and direct threat to himself or herself or others. The definition of direct threat is “representing a significant risk of substantial harm to the health or safety of the individual or others.”
- Incidents in which a member is accused or convicted of a felony or misdemeanor. Consequently, all AmeriCorps*NCCC members will notify their respective campus director whenever they are arrested, charged, and/or convicted of a crime. The notification will occur as soon as one of the above actions occur. Failure to timely notification will result in immediate dismissal proceedings.
- Consistent with AmeriCorps*NCCC federal legislation, incidences that would tend to jeopardize the enforcement of the standards of conduct or diminish the opportunities of other members.
- Other examples include possession/use of illegal drugs; possession/use of alcoholic beverages by underage individuals; possession or use of alcohol by members on the AmeriCorps*NCCC campus/spike worksite or place of lodging; possession or use of firearms or other weapons, such as knives, clubs, brass knuckles; theft; intentional destruction of property; unwelcome sexual contact; and sexual assault/abuse.

CRITERIA FOR TRANSFER/DISMISSAL:

a. Transfer for Cause

When, in the opinion of the campus director, the retention of a member in that member’s campus will jeopardize the enforcement of the standards of conduct set by the director, or diminish the opportunities for other members in that campus, the campus director may, with the approval of the national director, transfer a member to another campus. If directors of other campuses are unwilling to accept the individual, the national director or his designee will determine (if appropriate) to which campus the individual will be transferred.

b. Dismissal for Cause

When, in the opinion of the campus director, the retention of an individual in AmeriCorps*NCCC will jeopardize the enforcement of the standards of conduct or diminish the opportunities of other members, and the director further determines that transfer to another unit or campus is not appropriate, the director may dismiss the individual from the program. This is the most severe sanction that a director may impose; therefore, dismissal should be used for the most serious infractions, and for continuing patterns of misconduct.

c. Effects of a Criminal Conviction

Once an individual is convicted of an offense, the individual will be given a dismissal hearing. A conviction is considered to be final even though it may be in the appellate process. Upon being charged with an offense, a member may, during the time that charges are pending, and at the discretion of the campus director, have his or her service suspended without receiving a living allowance and without receiving credit for hours missed. Alternatively, a campus director may institute immediate dismissal proceedings for misconduct that may be subject to future criminal proceedings. In other words, if a campus director has sufficient facts upon which to base a decision, he or she may hold a dismissal hearing before any criminal action is taken, because a dismissal hearing is administrative, and not criminal in nature. An individual who has been charged with an offense and is later acquitted or has had the charge(s) dismissed, may be allowed to resume service, at the discretion of the campus director. Further, if reinstated, the individual may be entitled, at the discretion of the campus director, to any or part of the living allowance and service hours missed as a result of the suspension.

d. Requirement for Specific Standards of Conduct

In addition to the standards contained in this handbook, each campus director may develop additional local standards of conduct for members assigned to his or her campus, as long as they do not conflict with the handbook. There will also be uniform standards applicable to all AmeriCorps*NCCC members. Both the national and local standards shall be sufficiently clear and specific to put the members on notice as to their expected behavior, and under what circumstances members may be disciplined, and either transferred or dismissed for cause.

ADMINISTRATIVE HEARING PROCEDURES:

a. Probationary Period

During the Corps Member Training Institute (CTI), members will be in a probationary status. During this probationary period, individuals who are being considered for involuntary dismissal will receive written notice of the director’s intent, and be given a reasonable opportunity to respond (either orally or in writing). No hearing is required under these circumstances. If the campus director decides to dismiss the member, the member has 10 days to appeal the decision to the national director. The individual may, at the discretion of the campus director, be suspended and/or removed from the campus while the appeal is pending.

b. Procedures

After completion of the probationary period, individuals who are facing either transfer or dismissal from the program are entitled to a hearing, unless waived in writing. These individuals shall be provided written notice of the director’s intent. This notice shall state the reasons for the proposed action and shall also provide the individual sufficient opportunity (at least 48 hours-not over a weekend) to present his or her case to the director, or in the absence of the director, the director’s designee. This notice requirement may be waived by the member, in writing. This shall include the right to submit documents and call witnesses for the presentation of relevant testimony, or the right to not make any statements. Continuances will be granted for good cause. Additionally, the individual shall be afforded the opportunity to examine and cross-examine any witness. A member may also request a spokesperson on his or her behalf. This may include an attorney who is hired by the member, at no expense to the government. This spokesperson will have the right to question the witnesses, and to speak on behalf of the member. If the spokesperson is another AmeriCorps*NCCC member, the spokesperson shall be given ample opportunity to assist the member in preparing for the hearing. The director shall have the discretion to deny the member’s witness request(s) or specific questions desired by the member, if, in the opinion of the director, the live testimony of that witness request(s), or specific questions desired by the member, is not relevant to the issue under consideration, and will not make a substantial contribution to the resolution of the case. The director may also limit the number of witnesses to a reasonable number when the testimony of the witnesses will, in the opinion of the director, be cumulative in nature. A typed summarized transcript will be taken of the proceedings, which will be made available to the appellate authority upon request.

INTRA-CAMPUS (WITHIN) TRANSFERS: The transfer of members to other teams and units within the campus is considered to be an internal campus-level decision. Consequently, a member has no right to appeal this decision to the director of AmeriCorps*NCCC. Campus directors shall have discretion in establishing appropriate procedures to assist them in the day-to-day internal operation of their campus, including criteria for intra-campus transfers. AmeriCorps*NCCC does not permit transfers into or out of the AmeriCorps*NCCC program.

SUSPENSIONS: Depending on the nature of the misconduct, the campus director shall have the discretion to either allow the individual to continue his or her service, or to suspend the member (with no living allowance or service credit) during the time the disciplinary proceedings are ongoing. If a suspended member is

TABLE OF DISCIPLINARY ACTIONS						
	Official Verbal Warning	Written Warning	Extra Instruction	Fine	Suspension	Dismissal
Team Leader	X	X	4 hrs	N/A	N/A	N/A
Unit Leader	X	X	8 hrs	N/A	N/A	N/A
Director OPS/LOG*	X	X	12 hrs	up to \$100 each occurrence	1–5 days	X
*When Acting Director						

ultimately reinstated, he or she may, at the campus director’s discretion, receive all or part of the allowances and service credit forfeited during the period of suspension.

APPELLATE PROCEDURES:

a. Appeal to the National Director

An AmeriCorps*NCCC member who desires to appeal a campus director’s decision to either transfer the member to another campus, or dismiss that member from AmeriCorps*NCCC, shall have the right to appeal the decision to the national director, or his designee. However, as stated above, a decision to transfer an individual within the campus to another unit is not reviewable. The campus director’s final decision shall be in writing. In this decision, the campus director will inform the individual of his or her right to appeal the decision, and that such appeal must be submitted within 10 days of the director’s final decision. The appeal shall also be in writing and should contain the member’s

statement as to why the appeal should be granted, as well as any statements on behalf of the individual, either on the merits of the case, or in extenuation and/or mitigation. Additionally, attorney fees are not authorized for any aspects of the hearing process or the appeal. The appeal shall normally be acted upon within 15 days from receipt by the appellate authority.

b. Standard of Review

The appeal does not constitute a de novo (new) hearing, but the standard will be whether or not the campus director abused his or her discretion in determining that a member should either be transferred or dismissed. The only exception is for those appeals where new evidence having a direct bearing on the facts of the case is discovered after the appeal has already been submitted. For cases involving newly submitted evidence, the campus director has the discretion to reconsider his or her previous decision based on this new evidence. This decision is also reviewable only for an abuse of discretion.

1. Status of Members During Appeal

Pending the resolution of the appeal, the member may either continue to perform service in the campus, with full living allowances and credit for service hours, or if circumstances warrant, be suspended with no living allowance or credit for service hours until the appeal is resolved. If, in the opinion of the campus director, the individual’s continued presence on campus poses a threat or disruption to other individuals, the individual may also be removed from the campus. For those individuals who are in a suspended status while the appeal is being considered, the living allowance and service hours may, depending on the totality of the circumstances, be restored if the appeal is ultimately successful and the member is reinstated.

2. Authority to Mitigate Punishment

The appellate authority may decide to either reduce the punishment, or to transfer an individual who has been dismissed from the program by a campus director, but may not increase the level of punishment by dismissing an individual who has appealed a transfer determination by a campus director.

CHARACTERIZATION OF SERVICE-ELIGIBILITY TO SERVE ANOTHER TERM: If an individual leaves the program for any reason other than under personal and compelling circumstances, the campus director shall make an affirmative determination as to whether the individual has served in a satisfactory manner (the law provides that an individual is not eligible to serve an additional term unless he or she has served in a satisfactory manner in the previous term). The member’s file shall then be annotated, and the member informed of the campus director’s decision regarding characterization of service. The campus director’s decision concerning the quality of the member’s service is final. Additionally, a resignation in lieu of dismissal does not prevent the campus director from determining that the member’s service was not satisfactory.

PEER REVIEW COMMITTEES: Members may be appointed to assist the campus director in administering discipline on their respective campuses. The Peer Review Committee shall serve at the pleasure of the director, and will assist the director in adjudicating all cases referred to it by the director. A summarized transcript will be taken of all Peer Review Committee hearings. After the hearing, the committee will submit its recommendation to the director for a final decision. Dismissal hearings will not be conducted solely by the Peer Review Committee.

SEXUAL HARASSMENT

PURPOSE: To establish AmeriCorps*NCCC’s policy against sexual harassment within and by AmeriCorps*NCCC, to define conduct that constitutes, or may constitute, sexual harassment, and to inform all AmeriCorps*NCCC members and team leaders of their rights and responsibilities with regard to sexual harassment in AmeriCorps*NCCC.

PROHIBITED PRACTICES: It is the responsibility of AmeriCorps*NCCC and its members to prevent and eliminate sexual harassment, whenever possible. Examples of prohibited practices include, but are not limited to the following:

- Acts of “quid pro quo” sexual harassment, wherein an individual demands sexual favors for benefits, are prohibited.
- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that have the purpose or effect of creating an intimidating, hostile or offensive

working environment are prohibited. Once an individual has indicated (either orally or in writing) that s(he) is offended by the conduct, any continued offensive conduct or statement will be considered to be sexual harassment.

- Acts of sexual harassment by contractor personnel and non-employees (i.e., project sponsors) are prohibited. AmeriCorps*NCCC’s responsibility under these circumstances depends on the extent of its control over the non-employees and any other legal responsibilities it may have with respect to the non-employees’ conduct.

RESPONSIBILITIES:

a. Equal Opportunity Office

The Corporation for National and Community Service’s Equal Opportunity Office is responsible for ensuring that all members and team leaders receive appropriate and recurring guidance and/or instruction on the prevention and elimination of sexual harassment.

b. Campus Directors

In order to prevent and eliminate sexual harassment, campus directors will:

- Inform members and team leader members that sexual harassment is prohibited and will not be tolerated and that appropriate corrective action will be taken against persons who engage in such conduct. Appropriate corrective action may include disciplinary action up to and including dismissal from the program.
- Ensure that all individuals are knowledgeable concerning AmeriCorps*NCCC’s sexual harassment policies.
- Inform members and team leaders that they should report, in a timely manner, all sexual harassment to the appropriate leader, or higher level staff member, as appropriate.
- Investigate immediately all complaints of sexual harassment brought to their attention.
- Consult with the Corporation’s Personnel Office before initiating any corrective action against an employee, including disciplinary or adverse action.

c. Members and Team Leaders

Members and team leaders will:

- Bring conduct that they believe might constitute sexual harassment to the attention of senior staff.
- Assist senior staff, as may be required, in receiving, investigating, and resolving informal complaints or reports of alleged sexual harassment.
- Cooperate in the investigation of informal or formal complaints of alleged sexual harassment by providing any information he or she may possess concerning the matters under investigation.
- Ensure that his or her conduct does not sexually harass any other member, contractor personnel, visitor, or other individual connected with the service site.
- Cooperate with AmeriCorps*NCCC’s efforts to prevent and eliminate sexual harassment and to maintain an environment free from such conduct.

DEFINITION: Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual’s employment or service.
- Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual.
- Submission to or rejection of such conduct has the purpose or effect of unreasonably interfering with an individual’s work or service performance or creating an intimidating, hostile, or offensive working environment.

CONSIDERATION: Sexual harassment includes, but is not limited to, the following conduct:

- Explicit or implicit demands for sexual favors in return for job or service benefits.
- Unwelcome letters, telephone calls, or distribution or display of materials of a sexual nature.
- Physical assaults of a sexual nature.
- Unwelcome and deliberate touching, leaning over, covering or pinching.
- Unwelcome sexually suggestive looks or gestures.

- Unwelcome pressure for sexual favors.
- Unwelcome pressure for dates.
- Unwelcome sexual teasing, jokes, remarks, or questions.
- According favorable treatment to those who grant sexual favors.
- Attempting to control, influence, or affect the life of an individual through behavior of a sexual nature.

ADDITIONAL CONSIDERATIONS: Sexual harassment is not limited to prohibited conduct by a male toward a female, nor by a superior toward a subordinate:

A man as well as a woman may be the victim of sexual harassment and a woman as well as a man may be the harasser.

The victim does not have to be of the opposite sex from the harasser.

The harasser does not have to be the victim’s supervisor. The harasser could be a supervisor who does not supervise the victim, a non-supervisory employee, a co-worker, a fellow member, an agent of AmeriCorps*NCCC, or a contract employee.

The victim does not have to be the person toward whom the unwelcomed sexual conduct is directed, but may be someone who is affected by such conduct when it is directed toward another person. For example, sexual harassment of a member may create an intimidating, hostile, or offensive work or service environment for others.

Sexual harassment does not depend on whether the victim has suffered an economic loss as result of the harasser’s misconduct. For example, improper sexual advances that do not result in the denial of promotion, benefits, or the discharge of the victim may, nonetheless, constitute sexual harassment where they interfere with the victim’s work or service, or create an intimidating, hostile or offensive work environment.

SANCTIONS: Any violation of the above rules will be investigated and strict disciplinary measures will be taken if sexual harassment is found to have occurred. As a minimum:

- Members and team leaders may be disciplined or dismissed from the program.
- AmeriCorps*NCCC employees may be disciplined, subjected to adverse action, or terminated from employment with the Corporation.

- Contractor personnel may be removed from AmeriCorps*NCCC.
- AmeriCorps*NCCC services may be withdrawn from a sponsoring organization.
- Physical assaults of a sexual nature will result in dismissal proceedings and may be grounds for criminal prosecution.

DRUGS, ALCOHOL, AND TOBACCO

PURPOSE: To establish a drug, alcohol, and tobacco-free workplace that ensures a safe, healthy, and productive work environment for all AmeriCorps*NCCC members.

SUMMARY: Alcohol and drug abuse adversely affects health, job performance, creates dangerous situations, and serve to undermine the community’s confidence in AmeriCorps*NCCC. Therefore, AmeriCorps*NCCC prohibits illegal drug or alcohol abuse on the part of its employees (including volunteer and contractor personnel), team leaders, or members. Before admittance to the program, all AmeriCorps*NCCC team leaders and members must pass an initial drug screening test upon their arrival at the campus. If the test is positive for illegal drugs, the individual will not be allowed to continue in the program. Additionally, team leaders and members will be subjected to random drug testing throughout the course of the program. Team leaders and members may also be required to submit to drug testing when there is reasonable suspicion of drug use.

Tobacco has also been shown to adversely affect a user’s health and, in some cases, the health of those who are exposed to second-hand smoke. Therefore, AmeriCorps*NCCC will minimize exposure to such products for individuals who do not choose to use them.

DEFINITIONS:

Substance-alcohol or drugs.

Alcohol-ethyl alcohol or ethanol.

Drugs-any illegal substance taken into the body, other than alcohol, which may impair one’s mental faculties and/or physical performance.

Abuse-use of any illegal drug, or use of any drug, alcohol, or over-the-counter or prescription drugs where use is not in conformance with prescription requirements, or occurs in circumstances where use is not permitted.

Tobacco-any tobacco product including cigarettes, chewing tobacco (and other smokeless tobacco products), and cigars.

POLICY:

a. Legal Drinking Age

The legal drinking age is 21 years of age. Consequently, possession or use of alcohol by individuals who are under the legal drinking age is prohibited at all times. Individuals who are 21 years or older are prohibited from purchasing or providing alcohol to individuals who are under the legal drinking age.

b. Possession and Consumption of Alcohol

Alcohol is prohibited during service or training hours and it shall not be used by or served to anyone, regardless of age, in AmeriCorps*NCCC facilities, housing areas, or project sites. Additionally, AmeriCorps*NCCC members are prohibited from possessing, in their rooms, containers or packaging that originally were designed to hold alcoholic beverages. It is not the intent of AmeriCorps*NCCC to preclude anyone who is of legal age from drinking alcoholic beverages in licensed establishments, either on host facilities or in the community. The consumption of alcohol is not permitted at any time at the spike worksite, place of lodging, or during working hours.

c. Events with Individuals Under 21

Alcoholic beverages are prohibited during parties, “get togethers”, or any AmeriCorps*NCCC sponsored event in which individuals under the age of 21 are attending.

d. Illegal Drugs and Controlled Substances

The introduction, consumption, and/or possession of illegal drugs or controlled substances and paraphernalia is prohibited for all individuals. Campuses will conduct random drug screening among members at anytime throughout the service year and will use the results to determine suitability for continued service.

Members who test positive for illegal drugs will be given the opportunity to explain the positive results. Additionally, the AmeriCorps*NCCC will take no disciplinary action against members who voluntarily admit their drug usage to their campus directors, as long as all of the following conditions are met:

- The member voluntarily identifies himself or herself as a user of illegal drugs prior to being identified for testing;
- The member agrees to obtain counseling or rehabilitation; and
- The member agrees to refrain from using illegal drugs thereafter.

The above procedure will not apply to members who attempt to self-refer before they undergo initial drug testing. Therefore, the AmeriCorps*NCCC self-referral policy will only apply to members who have successfully passed their initial drug screening and physical examination.

e. Problems Resulting from Alcohol Abuse

Performance, attendance, or behavioral problems resulting from drug and/or alcohol abuse will lead to immediate termination, pursuant to administrative hearing procedures set forth in this handbook.

f. Reporting in a Fit Condition

Members and team leaders will report to work in a fit condition to perform their duties. Reporting to work under the influence of illegal drugs or alcohol is unacceptable and is grounds for immediate dismissal proceedings. Individuals suspected of being unfit for duty will be referred for medical evaluation upon the campus director’s approval.

g. Prescription Medication

Individuals on physician-prescribed medication must notify their immediate supervisor if there is a likelihood that such medication could affect job performance and/or safety.

h. Arrest or Conviction

Individual members arrested or convicted for off-the-job illegal drug or alcohol involvement may be considered to be in violation of AmeriCorps*NCCC’s substance abuse policy and will be subject to disciplinary action up to, and including dismissal.

i. Law Enforcement

When appropriate, AmeriCorps*NCCC will bring matters of illegal drug or alcohol use to the attention of appropriate law enforcement authorities.

j. Alcohol Abuse

At the discretion of the campus director, members or team leaders who are of legal drinking age and are suspected of alcohol abuse may be requested to enroll in and successfully complete an alcohol education/treatment program, at no cost to AmeriCorps*NCCC, as a condition of continuation in the AmeriCorps*NCCC program.

k. Smoking/Tobacco Use

Campuses will designate specific areas on campus as smoking/tobacco use areas. These areas will have proper receptacles and ventilation. All classrooms, cafeterias, AmeriCorps*NCCC vehicles, dormitories, and worksites will be smoke- and tobacco-free. This policy will be strictly enforced. Smoking is allowed only in designated areas.

UNIFORM AND GROOMING STANDARDS

PURPOSE: To enhance public recognition and perception of AmeriCorps*NCCC by requiring an AmeriCorps*NCCC uniform and minimum grooming standards.

POLICY: Campuses will issue uniforms necessary for members to participate in the program, to meet safety and health requirements, and to enable them to function comfortably and effectively outdoors under adverse weather conditions. Uniform standards include the following:

a. Discretion of Campus Directors

Campus directors may use maximum discretion when enforcing uniform and grooming requirements.

b. Positive Image

AmeriCorps*NCCC members must maintain a positive image in their dress, appearance, and demeanor.

c. Jewelry

The only types of jewelry that may be worn outside the member uniform, or while on duty, are watches, bracelets, and ear studs. All other facial or visible jewelry is prohibited while the member is performing official AmeriCorps*NCCC duties, or while in uniform. Additionally, AmeriCorps*NCCC will adhere to more restrictive standards set by the project sponsor.

d. Uniform

Uniform items will be clean and in good repair at all times and will be worn when representing AmeriCorps*NCCC.

e. Grooming Standards

All AmeriCorps*NCCC members will be required to comply with grooming standards set by the campuses.

f. Appropriate Uniforms

The requirements of the project will determine the appropriate AmeriCorps*NCCC uniform to be worn at the worksite.

GUIDELINES DURING SERVICE AND TRAINING PERIODS:

a. Procedures

Campus Directors shall establish policies regarding the appropriate uniform to be worn for specific service and training periods. At a minimum, members must tuck their shirts in, and may not wear tank tops or tube tops or go shirtless.

b. Facial Hair

Hair, mustaches, and beards must be clean and neatly styled. Long hair can be a safety hazard; therefore, long hair must be pinned up or tied back when working near any power equipment or machinery.

GUIDELINES DURING LEISURE HOURS: During leisure hours, members and team leaders may wear the clothing of their choice; however, this will be no less than a T-shirt, shorts, and appropriate footwear when an individual is remaining on campus or on the host facility. In the interest of cooperation, Campuses will adopt reasonable standards for civilian attire for their members that will be in compliance with the standards of the host facility. Members and team leaders will also comply with base dress codes required for admittance, and use of, facilities.

LIVING ALLOWANCE & BENEFITS

LIVING ALLOWANCE AND BENEFITS

PURPOSE: To inform members of the amount and distribution schedule of AmeriCorps*NCCC living allowances and their associated benefits.

POLICY: During their term of service, members will receive a living allowance. The living allowance will cease once the individual leaves the program. The amount of this allowance is determined by the Corporation for National and Community Service.

Members will receive approximately \$91.00 per week (\$181.81 per pay period/every two weeks). Federal and state income tax, Social Security taxes, and allotments for U.S. Savings Bonds purchased through payroll deduction will be withheld from their allowances. Deductions for state income tax will also be made based on campus location. Health insurance premiums will be paid by AmeriCorps*NCCC.

The living allowance is computed on a daily rate (approximately \$13.00) and is paid to participants biweekly. Checks cover a 14-day period and are paid ten days after the end of the pay period for which the allowance is earned. Funds will be deposited to the individual's bank account every other Tuesday (see pay calendar for specific dates). An earnings statement is mailed separately and will usually arrive a few days later.

All members and team leaders must participate in the Direct Deposit program. Individuals who already have bank or credit union accounts may elect to have their checks sent to that account or they may open new accounts at a local financial institution. Individuals who do not have accounts must open an account at a local financial institution within 14 days of their arrival on campus. Direct Deposit forms will be distributed to each member during orientation/in-processing. It should be noted that the loss of a living allowance at the end of the AmeriCorps*NCCC program does not constitute a basis for claiming unemployment compensation.

HEALTH BENEFITS AND THE FEDERAL EMPLOYEES COMPENSATION ACT

PURPOSE: To outline the procedures for receiving benefits under the AmeriCorps*NCCC Health Benefits Program and under the Federal Employees Compensation Act.

POLICY:

a. Health Benefits

Members are covered by the AmeriCorps*NCCC Health Benefits Program provided by Outsourced Administrative Systems (O.A.S.Y.S). These benefits and the procedures for obtaining care are explained in detail in the guide titled "Health Care Protection for AmeriCorps*NCCC," which is provided during inprocessing. An O.A.S.Y.S. identification card will be given to every participant shortly after his or her arrival on campus. The health identification card must be returned to AmeriCorps*NCCC upon termination from service.

1. Coverage

Coverage for each member begins automatically on the first day of training. Medical coverage ends on the date of termination from the program. Coverage includes payment for most medical and surgical costs, hospitalization, prescription drugs, and certain emergency dental, vision, and maternity care. However, these benefits may be affected by restrictions on payment for pre-existing conditions as well as other exclusions. Each member should read the health benefits guide carefully and refer any questions to their unit leader. Spouses and dependents are not covered under the AmeriCorps*NCCC Health Benefits Program; therefore, participants with dependents may wish to continue their private coverage. Members are not covered for prescription glasses/contact lenses or other vision problems. Glasses will be replaced if damaged in the line of duty, subject to a fee schedule in the health benefits guide.

Participants with preexisting conditions may also wish to continue their private coverage to ensure they will have adequate coverage during the course of the program. If a participant is a dependent under another plan, AmeriCorps*NCCC is the primary payor.

2. Conversion

On termination from service, a participant may want to convert from the group coverage plan provided by AmeriCorps*NCCC to a private health insurance program (Celtic Conversion Program). Information is available by calling 1-800-847-8217. The option to convert must be exercised within 30 days of the date of termination from service. If a participant exercises this option, the private plan becomes effective on the day after termination from AmeriCorps*NCCC service and all costs are the responsibility of the member.

3. Explanation of Benefits

The campus director shall designate a member of his staff to further explain these benefits as necessary. A list of the most frequently asked questions concerning your health coverage can be found at the end of this section. Please read them carefully.

b. Federal Employees Compensation Act

Under Section 12620(b) of the National and Community Service Act of 1990, as amended, members and team leaders are considered employees of the Federal Government for purposes of the Federal Employees Compensation Act (FECA, which is administered by the Office of Workers' Compensation Program (OWCP) of the U.S. Department of Labor. This office is solely responsible for the adjudication of FECA Claims.

1. Benefits

FECA provides workers' compensation benefits for illness or injury if it is determined by OWCP to be service related—i.e., caused or aggravated by the performance of an assignment. However, participants may not be covered by FECA if the injury or disability results from their own misconduct, intoxication, or willful intent to bring about injury or death to themselves or others.

Claims will be submitted to OWCP only upon the member's termination from AmeriCorps*NCCC. Benefits approved under FECA begin after termination from AmeriCorps*NCCC service and include payment for continuing medical care and compensation for wage loss and permanent impairment of certain member or functions of the body in the event of a service-related disability. FECA also contains provisions or payment of certain death benefits such as shipment of body, funeral, and burial costs, and survivor benefits if the participant's death results from an injury or illness sustained in the performance of official duties.

2. Claims Procedures

If a participant is injured or experiences an emergency illness related to a service assignment, the campus director and the national director of AmeriCorps*NCCC, must be notified immediately. The campus director will provide the participant with the necessary federal employment compensation forms (CA-1 or CA-2) to protect his or her right to apply for OWCP for compensation. The CA-1 Form, “Notice of Traumatic Injury,” should be filed when an accident or physical injury occurs during performance of duties. The CA-2 form, “Notice of Occupational Disease or Illness,” should be filed when a disease or illness is suspected of being service-related. Although an illness or injury may not appear to be serious enough to result in compensation eligibility, the claim forms should be filed to protect the participant’s rights in the event that complications develop at a later date. Members have three years from the date of injury or three years from the date they realize their duty caused an injury to file a claim.

3. Campus Responsibilities

Campuses will:

- Advise and assist individual claimants regarding the preparation, submission, and follow up of their respective FECA claims.
- Provide appropriate assistance in compiling and submitting all pertinent information relating to FECA claims.
- Submit all FECA claims and relevant material to the Office of the Director, AmeriCorps*NCCC which is responsible for review, submission, and follow up with OWCP concerning all claims.

4. Appeals Procedures

A participant may appeal any claim rejected by OWCP by submitting a request for review within 90 days from the date of the final decision by OWCP. In filing an appeal, it is the participant’s responsibility to contact the U.S. Department of Labor, Washington, DC, and to comply with all established procedures. AmeriCorps*NCCC cannot participate in any appeals but may assist the participant in providing information to the Department of Labor.

MEDICAL BENEFITS SUMMARY SHEET

Each new AmeriCorps*NCCC member is entitled to certain medical and dental benefits during the period they are serving with AmeriCorps*NCCC. It is important that you understand the basic medical entitlements especially since this is the most misunderstood aspect of your service. The following list of frequently asked questions and answers should help to answer most of your questions.

- 1. What type of medical coverage will I have as an AmeriCorps*NCCC member?**

All members and team leaders are covered for both routine as well as emergency medical care. However, there is one exception to this general rule. It applies to those individuals who enter the program with what is considered a “preexisting medical condition.” Some common preexisting medical conditions are pregnancy, diabetes, and asthma. (This is certainly not exhaustive, and not meant to be.) If someone wants to know whether or not they have a preexisting condition, take the time to call AmeriCorps*NCCC Headquarters in Washington for a determination.
- 2. If I have a preexisting condition, how will I be covered?**

If an emergency occurs, you will be taken to the closest medical facility where you would be stabilized. Should you require medical follow-up for your condition, the cost of that follow-up is borne by the member. Persons with preexisting medical conditions are eligible to participate in the prescription drug program that is offered by the carrier. They only have to have a current prescription from a medical doctor. Each member receives a copy of the care providers’ handbook during in-processing. It contains important facts for participants in the program.
- 3. Is treatment for mental health included under this policy?**

In most instances, mental health problems are preexisting conditions. If such is the case, then it is the responsibility of the member to assume this cost. It has been the policy of the headquarters to pay for an evaluation as to whether under specific circumstances, a member should continue in the program. Aside from this, the cost for additional consultations is the responsibility of the member. The member will be entitled to three visits to a mental health professional at no cost to the member.
- 4. Can female members receive pap smears, mammograms or pelvic examinations?**

Yes. Each type of examination is limited to one annually.
- 5. Can I get birth control pills from the medical provider?**

The current provider will provide birth control pills if prescribed by a physician.

- 6. What type of dental coverage will I receive while a member of this program?**

There is only limited dental coverage under this program. It is extremely important that this be understood by our members. Routine dental care is not covered under this health plan. That means the cost of cleanings, X-rays, and restorations are not covered and will be paid for by the member. The only dental coverage is in the case of an emergency. Oral injuries incurred in the line of duty will be treated and the member’s condition stabilized.
- 7. What about orthodontic treatment/visits while in this program?**

This is not an allowable expense and will not be reimbursed.
- 8. What about glasses/contacts? What if I should break them while I’m working?**

If you break your glasses/lose a contact, the care provider will reimburse you, up to an allowable amount, to get another set of glasses/or replace a contact lens. You should consult the medical care providers handbook for the exact allowable amount.
- 9. Am I covered under this medical plan when I’m home on vacation or spike?**

Yes.
- 10. How will I get to see a doctor while I’m in the program?**

Each day there will be an announced sick call for all members. If required, members will be transported to the nearest medical care provider to be seen by a physician. In nearly every case, the facility will prepare the necessary paperwork, obtain your signature and forward the claim. In situations where the individuals are working away from the campus, transportation will be provided to the nearest medical facility. All members should have in their possession their medical card to be shown to the treatment facility. Should any problems be encountered, members should refer the medical facility to the Campus Personnel Office.
- 11. What if I have to fill a prescription?**

Simply present your health identification card to one of over 46,000 ProVantage pharmacy network locations. Most pharmacy and supermarket chains are in this network.
- 12. Does my medical coverage cover doctor’s prescriptions?**

Yes, even if it is a preexisting condition. Refer to the health benefits guide for the few medications that are not covered.
- 13. I have a dependent son or daughter. Are they covered under my medical plan?**

No, only the member.

- 14. What happens if a pregnancy is determined before/after entering the program?**

It is the policy of AmeriCorps*NCCC to allow pregnant prospective members to participate in the AmeriCorps*NCCC program. However, because this condition is preexisting, all associated medical costs (prenatal through delivery) are the responsibility of the member and will not be reimbursed by either the medical provider or AmeriCorps*NCCC. Members who become pregnant after their entry into AmeriCorps*NCCC are covered for prenatal care visits. Additionally, if a member becomes pregnant after entry into the program and delivers during the course of the regular program, the medical costs associated with the delivery will be covered up to the limits of the medical coverage. The plan does not cover a member who elects to abort her pregnancy.

NOTE: There are no stated coverages for the child after birth, which means that any additional medical costs associated with the child will be borne by the member. However, if the member does not deliver during the program, the medical coverage for the member terminates at midnight of the last day of the program.
- 15. What are the limitations/exclusions associated with my medical benefits?**

The limitations/exclusions are contained in the guide that will be provided to you when you are in-processed.
- 16. I am currently covered by my parents/or other medical program. Should I continue this coverage?**

Since the coverage that you will receive as a member is limited, we strongly encourage you continue with your previous policy.
- 17. If I get sick while at home and am unable to find out if the facility accepts AmeriCorps*NCCC insurance coverage, will I still be reimbursed?**

The member should contact ForMost member services at 1-800-486-4220 to determine the location of the nearest health care provider. If this cannot be accomplished, the member should proceed to the nearest medical facility, obtain treatment and file the appropriate claim.
- 18. When does a member’s coverage terminate?**

Health benefits coverage ends at midnight on the day the member terminates his or her service.

EDUCATION AWARD

PURPOSE: To provide each member with relative information concerning the AmeriCorps*NCCC education award.

POLICY: To earn or be entitled to an educational award, each AmeriCorps*NCCC member must comply with the following policies that are promulgated by the Corporation for National and Community Service.

a. Requirements

To qualify for an award, you must successfully complete the required “term of service” for the program in which you are participating and perform at least 1,700 hours. (Of the 1,700 hours, at least 80 hours must be independent service hours.) Under special circumstances, you may receive a prorated award if you are unable to complete your full term.

b. Use of Education Award

Your education award can be used in the following ways:

- To repay qualified existing or future student loans;
- To pay all or part of the cost (tuition, book, lab fees) of attending an institution of higher education (including certain vocational programs); and
- To repay expenses incurred while participating in an approved school-to-work program.

c. Amount of Award

Corps members who successfully complete a full term of service shall receive an education award of \$4,725.00. Failure to complete 1,700 hours, due to non-compelling reasons, entitles those members who otherwise complete the program to only a part-time award. See Education Award chart on page 31.

You can divide up your award and use it any way you want, as long as it is for authorized expenditures. You could, for example, apply a portion of it to existing qualified student loans and save the remainder to pay for authorized college costs within seven years of the completion of your service. You may apply for an extension if, during the seven-year period, you perform another term of service in an approved AmeriCorps position, or if you are unavoidably prevented from using the award.

The education awards are provided from a special account in the United States Treasury called the National Service Trust. This Trust is managed by the Corporation for National and Community Service, which is the parent organization for AmeriCorps programs. Education awards are subject to income taxes in the year they are used.

d. What happens when you complete your service

When you complete your term of service, your campus director will notify the Trust that you have successfully completed the program. Successful completion of the program includes the payment of all fines and money owed as a result of damage to, or loss of government property. Failure to pay this money may either delay, or totally preclude the receipt of your education award. Upon your successful completion of the program, the Corporation will send you a letter informing you of the amount of your award, and a voucher and payment request form. You may then present the voucher to your loan holder or the school you plan to attend. The loan holder or school will contact the Corporation for payment.

You should receive your letter from the Corporation within 20-30 days of completing your service. Because the letter will automatically be sent to the permanent address that you furnished when you enrolled, it is important that you keep the National Service Trust informed of any changes to that address. Prior to ending your service, you will have an opportunity to update your address.

e. No student loan payments while you are serving in AmeriCorps

You don’t have to make payments on qualified student loans while you are serving in AmeriCorps*NCCC. Your lender will be able to tell you if your particular loans qualify for being postponed and whether interest will accrue during your term of service.

PROCEDURE: If you successfully complete your term of service, the Trust will pay all the interest that accrues on your student qualifying loans while you are serving. After your service, the interest that accrued while you were in the AmeriCorps position will automatically be paid by the Corporation.

Since these are benefits above and beyond your education award, interest payments will not be deducted from the amount of your award.

In order to obtain this benefit, at the time you begin your service you must apply directly to the loan holder explaining your participation in an AmeriCorps program and asking for “forbearance” in the repayment of your loan. If your loan qualifies, the loan holder will give you a form that you must fill out and send to the Trust (at 1201 New York Avenue, NW, Washington, DC 20525, ATTN: Trust Officer).

The Trust will complete any applicable portion of the forbearance form or enclose relevant documentation and return it to the loan holder or, if you request, to you. The Corporation certifies your status in service, but the lending institution or loan service determines your eligibility for deferral. The Trust can only verify participation after an individual enters an AmeriCorps position.

Unless you are released from service for compelling personal reasons, the Trust cannot pay any interest accrued during the period if you do not complete your agreed upon term of service.

Although, generally you may not qualify to have interest paid by the Trust if you don’t complete a full term of service, it may be paid under other authorities. Check with your lender to determine whether your student loan qualifies for another type of deferment.

COMMON QUESTIONS AND ANSWERS:

1. What do I need to do to get an education award?

You must complete 1,700 hours of service and your agreed-upon term of service. Then, within 20 to 30 days of completion, you will receive a letter and voucher that you should take to the school or mail to your lender. The payment is sent directly to the school or lender; it does not go to you.

2. What is the amount of the award I will receive?

The amount of the education award depends upon the term of service you complete. If you complete a full-time term of service, you will receive a \$4,725 award. Depending on the circumstances, you may only receive either a pro-rated, or a part-time (1/2) award.

3. How many education awards can I receive?

Two. You may receive an award for your first and second terms of service. Additionally, the Corporation for National and Community Service has determined that it is appropriate to limit the total number of terms served in all AmeriCorps programs (which receive Corporation-funded support), including AmeriCorps*VISTA, to a maximum of three terms, which includes full-time, part-time, and reduced part-time service. This means that in addition to a specific statutory limitation within a program

(e.g., AmeriCorps*NCCC and State and National programs are limited to two terms), an individual may serve one additional term in another AmeriCorps program, or in the case of AmeriCorps*VISTA members, a total of three terms within AmeriCorps*VISTA, and receive Corporation-funded member benefits (living allowance, health care, etc.). For example, an individual may serve two terms in AmeriCorps*NCCC and a third term in a State or National program and vice versa; or, one year as an AmeriCorps Leader, one year in AmeriCorps*NCCC, and one year as an AmeriCorps*VISTA member. While other combinations totaling three terms is also permissible, under no circumstances will an individual be eligible to receive more than two education awards.

4. How long do I have to use my education award?

You must use the award within seven years of the date you complete your service. You may apply for an extension of this time period if you were unavoidably prevented from using the award during the period. You must apply before the end of the seven-year period.

5. What can I use my education award for?

Awards can be used to repay existing or future qualified educational loans to pay for the cost of attending a qualified college or graduate school or an approved school/work program (as defined by the Departments of Education and Labor). The award isn’t limited to one loan or one school; it can be used to help pay several qualified loans or to pay the costs of attendance at several educational institutions, or combination.

6. What expenses are considered part of the “cost of attending” a qualified school?

The Department of Education has defined the term “cost of attendance” to mean, tuition, normal fees, and required material, equipment, and supplies. In addition, each educational institution establishes allowances for room and board, books, supplies, transportation, and miscellaneous personal expenses, which are also included in the cost of attendance.

7. What kinds of schools can I attend using the awards? What kinds of loans can I pay off using the awards?

You may attend an institution of higher education (including certain vocational programs) as defined in section 48 (a) of the Higher Education Act of 1965, as amended (20 U.S.C. 1088 (a)).

This includes most institutions of higher education (including graduate and professional programs), as well as some vocational schools. If in doubt, you should check with the institution prior to making definite plans. The institution’s financial aid office will know if they meet this requirement.

A qualified student loan means any loan made, insured, or guaranteed pursuant to Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et seq.), other than a loan made to a parent of a student pursuant to section 428 B of the Act; and any loan made pursuant to Title VII or VIII of the Public Service Health Act (42 U.S.C. 292a et seq.). These citations should be on your loan papers. Your lender will be able to tell you if the loan is covered.

If you are unsure whether the school or the loan qualifies, ask the school or lender for written proof.

8. Can an education award be used to study outside the United States?

Many postsecondary institutions offer educational opportunities abroad. As long as the institution itself is in the United States and meets the legal requirements listed above, you may use the education award to study overseas. Foreign schools, however, do not meet the Higher Education Act criteria.

9. Will the education award affect my eligibility for other student financial aid?

The education award will not be taken into account in determining eligibility for any federal student aid. The Corporation has no jurisdiction over whether state or private universities-private scholarship funds-will take it into account in determining eligibility for institutional aid; however, the Corporation has requested that institutions not do so.

10. What happens if I do not complete my full term of service?

A member who has served at least 15 percent of the term of service and is released from service for compelling personal reasons is eligible to receive a pro-rated award, based on the length of service. Members who do not successfully complete their term or who are released for cause are not eligible for any portion of an award.

11. What are compelling personal reasons?

Compelling personal reasons are those circumstances that are unforeseen, or beyond an individual’s control. Examples of circumstances that might be considered to be compelling personal reasons are serious illness/injury to the member or the

death of an immediate member of the participant’s family. (See addendum on the following page.)

12. What happens if I withdraw from the school or fail to complete my period of enrollment for which the award has been used?

The school must have a fair and equitable refund policy that complies with the Higher Education Act of 1965, as amended. If there is any refund owed and returned to the Corporation, the amount will be credited to your “account” in the Trust, and can be used by you, within seven years of your completion of service.

13. Will I have to pay taxes on my education award?

The new Hope Scholarship and Lifetime Learning credits, as well as the new student loan interest deduction, may provide substantial tax relief to AmeriCorps members using their education awards.

14. Does this mean that my education award is not taxable?

Not exactly. While the education award is still considered taxable income, you may — depending on how you use your education award — reduce your federal taxes by claiming an education credit or by deducting your student loan interest payments from your taxable income.

15. What are examples of this tax savings?

Let’s say you have a taxable income of \$8,000 plus you use half of your full-time education award (\$2,363) to pay for qualified tuition and related expenses that qualify for either the Hope Scholarship Credit or the Lifetime Learning Credit. Without an education credit, your Federal tax bill is \$514. By claiming an education credit, your Federal tax bill is \$0.

Or let’s say you have a taxable income of \$8,000 plus you use \$746 of your education award toward interest on your student loans. Without the student loan deduction, your federal tax bill is \$268. With the loan deduction, your federal tax bill is \$159.

16. Why can’t I file the Form 1040EZ and still reduce my federal taxes?

The 1040EZ is not designed for education credits or the student loan interest deduction. To claim an education credit or to deduct student loan interest payments, you must file either the Form 1040A or Form 1040.

17. Is it worth the extra time to file the Form 1040A or Form 1040?

While each person’s situation is different, claiming an education credit or deducting student loan interest payments could save you up to hundreds of dollars.

18. I plan to use a portion of my education award to repay student loans and the balance to pay for college. Can I take advantage of both the education credit and the student loan interest deduction in the same year?

Yes.

19. Should I be thinking about these education tax credits and student loan interest deductions when I decide how and when to use my education award?

Absolutely. You may be able to increase your tax savings significantly by tailoring your use of the education award to the rules of each tax benefit. To find out the best options for your situation, consult a tax professional or the Internal Revenue Service.

20. My head is spinning. How can I get some more help figuring out how to save on my federal taxes?

Unfortunately, the Corporation is not able to give individual guidance. While there is no substitute for a tax professional, you can start learning the basics by contacting the Internal Revenue Service in any of the following ways:

- The IRS TELETAX (1-800-829-4477) has recorded information on the new education credits (Topic #605) and student loan interest deduction (Topic #456).

- To order free publications and forms, call 1-800-TAX-FORM (1-800-829-3676). You can start with Publication 910, Guide to Free Tax Services; and Publication 970, Tax Benefits for Higher Education.

- The IRS has compiled a list of frequently asked questions about the education credits and student loan interest deduction at sections 1 and 2 at: www.irs.ustreas.gov/prod/hot/not97-60.html.

- The IRS’s phone number is 1-800-829-1040.

21. Is accrued interest paid on my student loans by the Trust taxable?

In late January, 1099 Forms (Miscellaneous Income) are mailed to all AmeriCorps members who had payments made from their education awards or for their accrued interest during the previous year. Although the 1099 Forms (Miscellaneous Income) does not have to be included when Members file their returns, it does reflect the amounts that the Trust reports to the IRS as taxable, miscellaneous income. It should be included in their tax calculations. The handout about your education award does not explicitly state that interest payments, too, are taxable.

22. Should I include dates when I request forbearance?

When you submit your request for forbearance to the National Service Trust for certification, you should make sure that your dates of service are included on the forms. This will speed up returning the forms to lenders, if the Trust has not yet received or processed your enrollment forms. Also, you should make sure that the name and address of the lender is included on the form.

23. How can I get my accrued interest paid?

In order for the Trust to pay the interest that has accrued on a qualified student loan during your term of service, the Trust must have two documents: an end-of-term form showing that you have earned an education award and a letter, statement, or bill from the loan company showing the amount of interest that accrued. The latter must include either a daily accrual rate or the total amount of interest that accrued, and a clear indication of the time period upon which that total is based.

24. Is my award transferable? For example, if I am unable to use it, can I transfer the award to another individual?

No. Only AmeriCorps members are eligible for education awards. You may not transfer it to a relative or any other individual under any circumstances.

25. Who do I ask if I have other questions?

You may call the Trust at the Corporation for National and Community Service. A special number reserved for questions about education awards is (202) 606-5000, extension 347.

PERSONAL AND COMPELLING CIRCUMSTANCES

The Corporation for National and Community Service has designated the national director of AmeriCorps*NCCC to decide on a case-by-case basis, whether the situation warrants a member receiving a pro-rated award. The Corporation feels very strongly, however, that the situation must be beyond the member’s control.

The following are examples of reasons that could justify the early release of a member and entitle the person to a portion of an award.

- Sickness or critical illness of the member;
- Death or critical illness of a member of the member’s immediate family (spouse, parent, sibling, child, or guardian); and
- Acceptance by a member of an opportunity to make the transition from welfare to work.
- Programmatic problems not under the control of the member.

If a member leaves the AmeriCorps*NCCC service for any of the reasons noted above, and has served at least 15 percent of his or her service (or 255 hours for full-time service), the member would be eligible for a portion of the education award corresponding to the period served. If a member is released for reasons other than misconduct prior to completing 15 percent of a term of service, that term does not count as one of the two terms for which an education award may be provided. To determine the percentage of the award, the number of credible service hours are divided by 1,700 hours. The resulting percentage is then multiplied by the education award to determine the amount of the pro-rata award.

Generally, the following situations would not entitle/justify the member receiving an award: terminating to go back to school (with limited exceptions); terminating to get a job; terminating because the member finds that he or she doesn’t enjoy the work; terminating because of the size of the living allowance; or terminating to move to another area of the country. While these reasons may seem justifiable to our members, the service activity (campus) and the community will suffer when a member departs. Part of national service is based on a commitment to completing the member’s contract. If the member resigns for any of these reasons or other reasons that are within his or her control, the individual will receive no portion of the AmeriCorps*NCCC award.

Campus directors will be required to make these determinations at the time of the member’s departure and their decisions will be

indicated on the end of service form that each member is required to complete and, when forwarded to the Corporation, will become the substantiating document used to issue awards. Decisions will be made by the campus directors based on the criteria contained above. Each member who leaves the AmeriCorps*NCCC program early will be given the opportunity to apply for an award at the time of his or her departure citing the reasons why he or she believes that the award is justified. The campus director will then determine the validity of the request and provide the documentation to justify his recommendation on the end of term of service form.

NOTES ON VOUCHER AND PAYMENT REQUEST FORM

In completing the Voucher and Payment Request Form, you are certifying:

Applicable Only to National Service Participant

- a. Endorsement for payment of the amount specified to the applicable loan holder or educational institution.
- b. That you have not been convicted, since your completion of service as an AmeriCorps participant, of the possession or sale of a controlled substance. (If you are unable to make this certification, please write to the National Service Trust and we will inform you of what you must do to be eligible to use the education award.)

Applicable Only to Loan Holders

- a. The loan being paid meets the definition of a qualified student loan: any loan made, insured, or guaranteed pursuant to title IV of the Higher Education Act of 1965, other than a loan to a parent of a student pursuant to section 42SB of such Act; and any loan made pursuant to title VII or VIII of the Public Health Service Act.
- b. You are the holder of the loan, defined as: the original lender or, if the loan has been subsequently sold, transferred or assigned to some other person, and such other person acquires a legally enforceable right to receive payments from the borrower, such other person.

Applicable only to Education Expenses At Institutions of Higher Education

- a. You have in effect a program participation agreement under section 487 of the Higher Education Act of 1965 (20 U.S.C. 1094).
- b. Your eligibility to participate in any of the programs under title IV of such Act has not been limited, suspended, or terminated.

- c. The total number of individuals using awards in the current academic year do not comprise more than 15 percent of the total student population.
 - d. You are an institution of higher education as defined under section 481(a) of the Higher Education Act of 1965.
 - e. The amount being paid to the AmeriCorps member during the period of enrollment does not exceed the difference between: (a) the cost of attendance for the period of enrollment, determined in accordance with section 472 of the Higher Education Act of 1965; and (b) the sum of: (i) the student’s estimated financial assistance for such period under part A of title IV of such Act; and (ii) the student’s veterans’ education benefits, determined in accordance with section 480(c) of such Act.
- Please note the following with respect to the treatment of this award by your organization:
- a. By law, this education award shall not be treated as financial assistance for purposes of determining eligibility for student financial aid under section 471(3) of the Higher Education Act.
 - b. If the individual withdraws or otherwise fails to complete the period of enrollment for which this assistance is provided, and is entitled to a refund, the amount of the refund shall be determined under the fair and equitable refund policies required by the Department of Education under the Higher Education Act. Such refund shall be paid to the Corporation for National and Community Service.

EMERGENCY LEAVE AND PERSONAL ABSENCES

PURPOSE: To establish policy and procedures governing emergency and personal absences of AmeriCorps*NCCC members.

POLICY: The following policy and procedures governing emergency leave and personal absences apply to all AmeriCorps*NCCC members.

a. Emergency Leave

Emergency leave may be granted in cases of death or under emergency conditions (a threat to life) where the member’s presence is mandated.

The relationship to the member must fall within the following familial relationships:

- the member’s spouse;
- children of the member (including stepchildren, adopted children, and biological children);
- parents of the member or persons in loco parents (acting in place of) to the member;
- siblings of the member; and
- grandparents.

Members traveling on emergency leave are required to furnish their own transportation both to and from the emergency site.

Members granted emergency leave will be entitled to receive

EDUCATION AWARD						
MEMBER	Completes Program	Completes 1,700 or More Hours	Completes Less than 1,700 Hours	Departs Program		Type of Award
				Compelling	Non-Compelling	
	Yes	Yes				FULL
	Yes		Yes*			Pro Rata
	No	Yes		Yes		Pro Rata (full)
	No	Yes			Yes	None**
	No		Yes	Yes		Pro Rata
	No		Yes		Yes	None
NOTES: *Does not depart, completes program with less than 1,700 hours because of compelling reasons. **Exception: It is considered to be a personal and compelling reason if a member who has completed at least 1,700 hours of service departs the program early in order to meet a window of opportunity to enter school or another service opportunity (Peace Corps, military, etc.). Proof of acceptance by the institution/program is required.						
Pro Rated Award—The education award equals the number of creditable service hours divided by 1,700, multiplied by \$4,725.00.						

VOUCHER PAYMENT AND REQUEST FORM

Section A. To Be Completed by National Service Participants:

Name of National Service Participant: (Name) Social Security No: ____ - ____ - ____

Signature of National Service Participant: _____ Date: _____

Amount of Award: \$4,725.00 Amount Authorized for Payment: \$ _____

If education award is being used to pay loan, I prefer it be used to pay: _____
(fill in: interest, principal, or either)

Section B. To be Completed by Loan Holder/Institution of Higher Education:

Name, Identification No., and Address (Where Payment Should Be Sent)

Name of Organization Taxpayer Iden. No.

Number and Street

City and State

Name of Contract Title Phone No.

If Loan:

Type/Name of Loan: _____ Loan No.: _____

Amount Owed on Loan: As of (Date): _____ Total Owed:\$ _____

Principal: \$ _____ Interest: \$ _____

Amount to be Paid: \$ _____¹

If Current Educational Expense:

Amount to be paid: \$ _____² Date of First Payment: _____

Date of Second Payment: _____

Signature of Contract (Date)

Send completed form to: National Service Trust
Corporation for National Service
1201 New York Avenue, NW
Washington, DC 20525

¹ Unless otherwise prohibited by law from doing so, you are required to apply the monies received in accordance with the participant’s preference (see above). The total amount to be paid must equal, or be less than, the amount authorized by the participant.

² The total amount to be paid must equal, or be less than, the amount authorized by the participant. Further, the total amount will be paid in two equal installments over the period of enrollment. The first installment will be paid on or near the date specified: the second installment must be paid 1/2 way through the period of enrollment, or at the beginning of the second semester or quarter.

their normal living allowances for a period not to exceed seven days. For absences in excess of seven days, members will be placed on administrative suspension, and will be in a no-pay status. This status must be approved by the campus director.

Members will not be entitled to accrue creditable service hours during their absence.

b. Personal Absences

Members who do not meet the above criteria but believe that their circumstances require their presence away from the campus, will submit a written request to be placed on administrative suspension through their team leader and unit staff to the campus director at least five working days before the start date for an approved personal absence. If approved, and at the discretion of the campus director, members will be granted a personal absence for an approved period of time. In no instance will personal absences exceed three days during the program duration. Living allowances will be paid during the period, but service hours will not be earned. It should be noted that members and team leaders do not accrue time off or vacation time except those national holidays and authorized breaks as established in the program calendar.

TRAVEL

PURPOSE: To establish policies and procedures governing travel of members and team leaders.

APPLICABILITY: The following policies and procedures apply to all AmeriCorps*NCCC members and team leaders.

POLICIES: The following policies and procedures govern all official travel performed by AmeriCorps*NCCC members and team leaders.

AmeriCorps*NCCC will provide travel for the following:

- Travel from the member’s Home of Record (HOR) to the campus
- Member travel to HOR from the campus upon termination
- Team leader relocation allowance-upon completion of the team leader’s service term
- Special Purpose Travel

a. Campus Arrival

1. Campus Arrival Travel Entitlement

AmeriCorps*NCCC will assist the members with their transportation arrangements and expenses to their designated campus based upon the individual’s HOR.

Upon acceptance into the program, members will be mailed a transportation selection form (AmeriCorps*NCCC Form 3101) from their campus to select their option for transportation to their campus. If the member’s application has a current address other than the permanent residence, the member should notify the campus on the transportation selection form before travel arrangements are made to campus. Prompt return of this form to the member’s respective campus is critical for making travel arrangements in a timely manner, notifying the member of the travel arrangements, and subsequently permitting the members to plan their arrival accordingly. Upon arrival at the campus, as part of the check-in process, campus administrators will assist the member with the completion of the travel voucher, which must be completed by all members.

b. Campus Departure

1. Completion of Program Travel

During the eighth month of service, members will complete Corporation Form 311 to provide information for departure travel. Based upon this information, the members will be pre-paid any due travel entitlement by check or direct deposit and/or receive a ticket from the campus on the day of out processing.

In order for a member to make an official change to his or her HOR for return travel, a letter must be written to the campus director as soon as the change occurs, but not later than one month prior to graduation from the program. The letter should request approval for a new HOR and include an explanation of the circumstances surrounding the requested change. In addition to the explanation for the change in the HOR, the member may be required to provide additional documentation that substantiates the change in HOR. A change of the member’s HOR to a location outside the United States or the Territories of the United States will result in the member receiving a travel reimbursement not to exceed the amount authorized for travel to the original HOR (see “Other Options” on page 35).

2. Disenrollment for Program/Termination Travel

Members are authorized one way travel expenses for return to their HOR upon voluntary or involuntary early termination from the program. The entitlements are the same as those described in “Travel Methods” on page 34.

c. Team Leader Relocation Allowance

1. Campus Arrival

The purpose of the team leader relocation allowance is to assist the team leaders in transferring personal items from their HOR to their designated campus. Each new team leader will be provided a relocation allowance of \$250.00. This allowance will be processed through the travel system and the team leader will receive it by direct deposit.

If a team leader is transferred to another campus during the program year, the campus will ship the team leader’s personnel effects to the new campus. There will not be a relocation allowance for this transfer.

If a member is promoted to team leader, the member is not entitled to receive the relocation allowance because the member is already on campus. Upon successful completion of the team leader contract, the team leader will be entitled to a \$250 relocation allowance.

The total amount of relocation allowance payable to a team leader cannot exceed \$500.00 during his or her entire service in AmeriCorps*NCCC, including a second \$250 payment upon completion of their final contract.

2. Campus Departure

The second part of the \$500 team leader relocation allowance is payable to all team leaders upon completion of the AmeriCorps*NCCC program and the team leaders’ service. Early termination, whether voluntary or involuntary, will result in forfeiture of the second \$250 relocation allowance.

d. Medical Hold

In the event a member is required to go home on medical hold, he or she will travel at government expense.

e. Travel not covered by AmeriCorps*NCCC

Personal, non-official travel will be neither arranged nor funded by AmeriCorps*NCCC. This includes authorized emergency leave as defined in the handbook. Members assume personal and financial responsibility for these trips. AmeriCorps*NCCC cannot provide “advances” or “loans” to members for these expenses. It is not possible to use the Corporation’s travel agency, or to receive a government rate ticket, when traveling for personal reasons. However, the campus staff will provide as

much assistance as possible in making commercial travel arrangements and other assistance necessary.

f. Travel Methods

The following outlines the options a member has when determining how to travel to/from campus:

1. Travel by Commercial Carrier

Plane and Bus Tickets

Members authorized to travel via air or bus will be provided a ticket issued by the campus. The ticket will be at the departure terminal for pick-up (proper picture ID required to pick-up ticket.) Departing members will be provided the ticket on the day of departure from the campus. After the tickets are issued, members may make changes to their tickets by dealing directly with the commercial carrier. AmeriCorps*NCCC will not pay for any changes to the ticket. The airlines selected for use on specific routes is mandated (through pre-negotiated Government Services Agency contracts) and cannot be changed by AmeriCorps*NCCC. Airlines and travel agents will not issue cash refunds to members for common carrier tickets issued by AmeriCorps*NCCC. Credits are issued to AmeriCorps*NCCC. For some arriving members, in extreme circumstances, the campus will not be able to provide a pre-paid bus ticket. In that case, the member will be directed to purchase the bus ticket, and then submit a Claim for Reimbursement during campus in-processing. If a member prefers not to travel by the method provided by AmeriCorps*NCCC, he or she should consider purchasing a bus/rail/air ticket using the method described in the “Other Options” section on page 35.

Bus

If the trip is 50 miles or less between the member’s HOR and campus, in most cases, the individual will be provided with a bus ticket. A plane ticket will be purchased only if it is less costly to the Government.

Plane

If the trip is over 50 miles between the member’s HOR and campus, an airline ticket will be purchased from the campus’ TMC and provided to the member. At the request of the member, a bus or rail ticket will be purchased, but only if it is less costly to the government.

Transportation to the Terminal

Members traveling over 50 miles between the HOR and the airport or bus terminal are allowed reimbursement for the one-way trip at the current authorized mileage rate, as determined by the Federal Travel Regulations (FTR). Mileage will be verified by the Rand McNally Standard Highway Mileage Guide.

2. Travel via Privately Owned Vehicle (POV)

Members choosing to travel by privately owned vehicles will be reimbursed at the mileage rate determined by the FTRs. This reimbursement is intended to cover transportation expenses (it may not cover all costs associated with lodging/subsistence). The total amount claimed cannot exceed \$275.00. Mileage is authorized for only one member per vehicle.

If the member is a passenger travelling in another member’s POV, the passenger member is entitled to \$0.10 per mile, with a maximum of \$90.00.

All mileage is computed on the basis of distances stated in the Rand McNally Standard Highway Mileage Guide. Mitigating circumstances such as detours for road construction or adverse weather conditions, will be considered provided written justification is submitted with the travel claim.

Rental vehicles, such as cars or moving vans, will be considered under the same policy as POVs.

3. Other Options

If approved in advance by the campus director, departing members may elect to purchase transportation tickets with personal funds and be reimbursed by submitting a Corporation Form 1 Payment Voucher with the appropriate transportation receipts. The member will be reimbursed only up to either the cost of the ticket purchased, or the cost of a similar government fare ticket, whichever is less, based on the fare between the HOR and the campus. This option does not apply to Early Termination Travel.

If a member decides to stay within the area of the campus after graduation, the member has up to 30 days after graduation to receive reimbursement for a ticket purchased with personal funds.

4. Miscellaneous Expenses

The shipment of personal belongings is a member responsibility. Members will not be reimbursed for the shipment of any items to or from the campus. Campuses are not authorized to ship a member’s personal belongings.

RESIDENTIAL LIVING

PURPOSE: To establish minimum standards that reflect the fact that dormitories will be “home” to all AmeriCorps*NCCC members or team leaders during their period of service. These standards will ensure a safe, secure, sanitary, and attractive physical and social environment at all times.

Policy:

a. General

1. Roommates

Residences are co-ed; however, only those of the same gender will be assigned as roommates.

2. Assignment of Roommates

To fulfill AmeriCorps*NCCC goals of bringing together young Americans from diverse backgrounds, roommates are assigned to ensure that both individuals benefit from each other’s background. Upon arrival, members will be assigned to a specific room in a residence hall. Requests for room changes are to be submitted in writing to the director for operations/logistics or other designated staff person and should include an explanation for desiring to move. While the overall well-being and morale of the members will always be held as top priority, occasions may arise when it is necessary that a member be required to move to another room. Any such action will be communicated in writing, and will include an explanation for the required relocation and a timeline for completing the move.

3. Bathroom Facilities

Separate bathroom facilities will be designated for males and females. Under no circumstances should any person use the bathroom facilities of the opposite sex.

4. Attire

Minimally acceptable attire for common areas will be athletic shorts, T-shirt or tank tops (unless prohibited by base dress codes), and appropriate footwear. Some facilities/military bases prohibit bare feet in any area of the base except in dormitories.

5. Security

Residents are responsible for the security of their personal possessions. Rooms should be locked and valuables secured when the room is unoccupied, and outside doors should be secured for the safety of residents.

6. Security Problems

Residents are responsible for reporting unescorted visitors and other security/safety problems to the team leader or staff member on duty.

7. Quiet Hours

Quiet hours will normally be from 10:00 p.m. to 7:00 a.m., Sunday through Thursday and from midnight to 9:00 a.m. on Fridays and Saturdays. The term “quiet hours” means that the residence halls and campus complex will be free from loud noises. Complaints from other residents about excessive noise may result in appropriate disciplinary action. These hours may be modified at the discretion of the campus director.

8. Visitation

In order to create a community that respects the rights and privacy of all members, no person will be allowed in another person’s dorm room (excluding roommate) from midnight to 7:00 a.m. This rule applies seven days a week and there are no exceptions; however, between 10:00 p.m. and midnight, you must have roommate’s verbal consent for any visitor, either male or female.

b. Rooms

1. Room Inspection/Inventory

Each member is required to complete and sign a Room Condition and Inventory Report within the first week of arrival to campus. This initial inspection will be conducted by a member of the staff and the member. Prior to the member departing from the program, a final inventory check will take place and any damages discovered will be charged directly to the member. Failure to pay for the damage will result in the delay or withholding of the education award, as appropriate.

2. Cleanliness

Each member will be held responsible for the cleanliness of his or her room. Beds are to be made daily, all clothing and personal items should be stored neatly, trash cans emptied and floors clean from debris.

3. Privacy

Dorm rooms operate on the honor code; individual privacy is to be respected at all times. Knock before entering, ask before borrowing, and never enter someone else’s room without permission.

4. Inspections

There will be periodic room inspections to ensure the health, safety and cleanliness of the member’s room (see “Inspections” on page 39-40). These inspections may be unannounced.

5. Food Storage

Food must be properly stored or otherwise disposed of in a sanitary manner to prevent insect infestation. Food such as bread, crackers, cookies, and cereal must be kept in air-tight tins or plastic containers/bags.

6. Cooking Appliances

Storage or use of microwaves (unless approved by the campus director) hot plates, broilers, rice steamers, or cooking appliances in a member’s room are prohibited. Any of these items discovered will be removed and stored until completion of the program.

7. Fire Hazards

To avoid fire hazards, candles, incense, or open flames are prohibited.

8. Flammable Materials

Storage or use of flammable material such as gasoline, paint thinners, camping fuel, or any other explosive or highly flammable material in individual rooms is prohibited.

9. Other Appliances

The use of radios, stereos, televisions, and coffee makers is authorized provided such equipment does not create a fire hazard and is not prohibited by a specific local policy. Coffee makers, hair dryers, irons, curling irons, etc. should be unplugged when not in use.

10. Electrical Devices

Use of an electrical device that is not properly grounded is prohibited.

11. Noise

Excessive noise resulting in complaints from other residents will result in appropriate disciplinary action.

12. Personal Property

AmeriCorps*NCCC is not responsible or liable for loss of, or damage to, a member’s personal property, including, monies loaned between members.

5. Linens

Most members furnish their own linens. If necessary, linens can be furnished by the respective campus. Laundry facilities are provided. Residents will be expected to change their own linen at least once a week.

c. Common Areas

All members are expected to carry out assigned dormitory duties. Common areas will be cleaned daily and, at a minimum, the following tasks will be completed:

- Sweep hallways, porches, and stairways.
- Mop and disinfect bathroom floors and shower stalls.
- Scrub and disinfect sinks, toilets, and urinals.
- Empty trash.
- Take out recycling materials.
- Clean mirrors.
- Clean laundry room (if applicable)

d. Dining Areas/Meals

1. Meals

Members will be provided three meals a day, Monday-Friday, and two or three meals a day on weekends and holidays.

2. Attire

The AmeriCorps*NCCC uniform will be worn on duty days. Participants may not wear short shorts, tank/tube/halter tops, torn or ripped clothing, or t-shirts with offensive logos or state-ments. Members’ dress will conform to both AmeriCorps*NCCC policy and that of the host tenant (if applicable).

3. Visitors

Visitors are not authorized to eat at AmeriCorps*NCCC expense; however, certain meals may be purchased at a nominal fee (for example, Thanksgiving, Christmas).

4. Eating Out/Ordering Food

Members who elect to provide their own meals may do so at their own expense. (Members are encouraged to use the dining facility rather than eating or ordering out, since this service is provided at no cost).

e. Fire Prevention/Safety

1. Fire Alarms and Exits

Each member shall be familiar with the location of fire alarms, exits, and extinguishers. Each member shall also be familiar with the contents of posted evacuation plans.

2. Activating Alarms

Anyone discovering a fire will immediately activate all alarm and emergency evacuation devices, alert and evacuate individuals with disabilities, and notify the Charge of Quarters/duty or watch leader and fire department of the type and location of the fire.

3. Evacuating the Building

Upon hearing or seeing the alarm, everyone will leave the residence hall by the nearest exit and assemble by teams in a

predetermined location a sufficient distance from the dorm so that fire fighting personnel can accomplish their task. Team leaders will account for all members of their team and provide such information to the unit leader.

4. Failure to Respond to Fire Alarms

Failure to respond appropriately to fire alarms (including drills) may result in disciplinary action.

5. Fire Prevention and Safety Policies

All members must be familiar with their host/tenant fire prevention and safety policies.

f. Visitors and Visitation

1. Definition

Anyone who is not a member of AmeriCorps*NCCC is considered a visitor.

2. Check-In

All visitors must check in with the staff member on duty upon entering and leaving the AmeriCorps*NCCC campus. All visitors will sign in and out in the visitor log.

3. Rules and Regulations

Visitors will be accompanied by a member or a team leader, who will advise the visitor of all rules and regulations.

4. Visitation Hours

Visitors are not authorized to remain in dormitories overnight and will not be allowed in rooms during quiet hours.

INSPECTIONS

PURPOSE: To ensure a safe and supportive environment and that there are no unsafe or prohibited items in the rooms.

POLICY: All members will be advised of this policy. Respective campus implementation policies will conform to the provisions con-tained in this policy.

a. Staff Inspections

1. Periodic Inspections

Health, safety, and sanitation inspections will be conducted periodically by campus staff. Inspections will be conducted in pairs and may be announced or unannounced. Members do not have to be present during an inspection.

2. Purpose of Inspections

Inspections are limited to the purposes for which they are authorized and should not involve the examination of any desk, bureau, trunk, or other presumptively private container. Unlocked closets and refrigerators may be inspected to ensure that they are clean and orderly.

3. Evidence of Crime

If a staff member should see evidence of a crime in plain view, he or she is responsible for reporting his or her observation to the director for operations/logistics and ensuring that the evidence is safeguarded until it is turned over to the appropriate authorities.

4. Probable Cause

Inspections should not be used to search for illegal items (evidence of a crime). Officials must base any search under the Fourth Amendment to the U.S. Constitution on probable cause and comply with search and seizure requirements. Inspections may be conducted to determine whether members possess items that are prohibited by AmeriCorps*NCCC policy.

b. Other Official Inspections

Public health, public safety, and fire officials may conduct routine inspections of residence hall rooms and storage areas to promote the overall health and welfare of all residents. These inspections may result in disciplinary action for any individual who is responsible for violations of campus policy.

Inspectors must be accompanied by AmeriCorps*NCCC staff inspecting a member’s room for health and safety purposes. These inspections can occur at anytime and do not require the presence of the member.

As stated above, inspections by public safety and fire officials are also limited to the purposes for which they are authorized and

should not involve the examination of any desk, bureau, trunk, or other presumptively private container. Unlocked closets and refrigerators may be inspected to ensure that they are safe and clean.

If an inspector should see evidence of a crime in plain view, the inspector has the responsibility to report his or her observation to law enforcement authorities.

c. Emergency Entries

1. Fire Officials

Fire officials may lawfully enter an individual’s room without permission to search for, or to confirm the presence of, a fire or related dangers.

2. Law Enforcement and Other Officials

Any person, including law enforcement officials, may enter a member’s room without permission in order to search for, rescue, evacuate, or treat fire or disaster victims, or otherwise save lives or property from destruction.

3. Seizure of Evidence

In the course of assisting at a fire or disaster, police officers may lawfully seize any evidence of a crime they observe in plain view for purposes of prosecution. Since they are lawfully on the premises, they do not need to obtain a warrant.

4. Fire Officials/Evidence

Fire officials have a responsibility to report any evidence of a crime they have observed to law enforcement officials. However, a police officer who seeks to enter a member’s room solely to investigate such a report is under legal obligation to comply with search and seizure requirements.

PERSONAL TRAVEL AND USE OF PRIVATELY OWNED VEHICLES

PURPOSE: To establish requirements governing personal travel and for keeping personal vehicles on campus.

POLICY: Personal vehicles may be kept on campus provided the following conditions are met:

- The owner must have a valid operator’s license and, if required, must obtain a local license. Proof must be provided to the director for operations/logistics. Motorcycle operators must show proof of completion of a motorbike training course.
- The vehicle must be properly titled and licensed. Proof must be provided to the director for operations/logistics.
- If required by the state, the vehicle must bear a current valid inspection sticker at all times.
- All private vehicles and operators must be covered under the local minimum vehicle liability insurance requirement. Proof of current coverage must be provided to the director for operations/logistics.
- Personal vehicles will not be used for any AmeriCorps*NCCC official business, except as approved by the director for operations/logistics for individual transportation to and from individual service projects or as otherwise authorized by the director for operations/logistics after consultation with AmeriCorps*NCCC headquarters.
- For purposes of safety and accountability, all travel over 100 miles from the AmeriCorps*NCCC campus requires notification, in writing, to the appropriate team leader, unit leader, or director for operations/logistics.
- Vehicles are parked and stored on campus at the risk of the owner. AmeriCorps*NCCC assumes no liability for theft or damage to privately owned vehicles.
- Legal difficulties that may result from the use of private vehicles on or off campus are the responsibility of the owner. Base commanders may restrict/deny driving privileges to individuals who violate traffic laws on the military installations.

USE OF GOVERNMENT VEHICLES

PURPOSE: To inform all members and staff concerning the use of government vehicles.

POLICY:

a. Use of Vehicles for Official Purposes Only

It is AmeriCorps*NCCC policy that AmeriCorps*NCCC vehicles be used for official purposes only. An official purpose is defined as one that supports the furtherance of the AmeriCorps*NCCC mission as it relates to service, training, and, under certain circumstances, health/safety issues. As an example, the shuttling of members to a medical facility is an official use, but shuttling

them to a local mall for “morale and welfare” purposes is not considered to be official. The term, “health/safety issues,” is to be strictly construed. For example, structured leisure activities are not considered to be official in nature. The one exception to the prohibition against shuttling members to local stores exists where there are no stores in close proximity to the campus. In such instances, it is considered “official use” to, on an as needed basis, take members to certain local stores for the purchase of health and personal hygiene items. Additionally, isolated campuses may use official vehicles to shuttle members to transportation hubs, local gyms, libraries and other similar facilities that are not readily available on that campus. Campus directors will designate, in writing, the specific facilities to which members may be transported under this policy. These written designations are to be forwarded to the Corporation for approval prior to implementing the exception.

b. Use of Vehicles During Spikes

The “official use” definition may be expanded during spikes, depending on the locations and the specific circumstances involved. Additionally, only official AmeriCorps*NCCC vehicles may be used or taken on spikes. Exceptions may be granted by campus director.

c. Training and Certification of Drivers

Members and team leaders who drive government vehicles will first be trained and certified. Additionally, driving records will be checked to ensure individuals are legally qualified to drive motor vehicles, that their driving histories are appropriate, and that they possess a current license.

d. Responsibility of Authorizing Officials

Directors shall exercise caution and discretion in authorizing the use of AmeriCorps*NCCC vehicles. To allow the unofficial use of AmeriCorps*NCCC vehicles places the authorizing official in a legally precarious position, as that individual could be held personally liable should an accident occur and the Department of Justice determines that the accident did not occur within the scope of the individual’s official duties. Furthermore, members and staff may be personally liable for any damages or injuries that they may cause during off-duty hours or whenever not engaged in program-related activities.

SAFETY

PURPOSE: To develop attitudes, skills, and knowledge necessary for the prevention of accidents; to reduce or eliminate unsafe practices or conditions that cause accidents; to prevent accidents both on and off campus; and to protect the lives and well-being of AmeriCorps*NCCC members.

POLICY: Safety is the most important responsibility for all members of AmeriCorps*NCCC. Therefore, the following rules and regulations have been established:

a. Training and Certification

All members and team leaders will be trained to operate any and all equipment assigned to them. Under no circumstances shall members operate any piece of equipment unless qualified to do so and authorized by their team leader or supervisor. Certification will be obtained when and where required.

b. Use of Hand Tools

The following guidelines will be observed when using hand tools:

- All tools will be used and treated in a professional and appropriate manner. For example, handles should be tightly fitted, secured with a wedge and inspected for splitting, warping and absence of slivers.
- Always use sharp tools, as dull tools are dangerous.
- Keep tool guards in position on cutting edges during transportation to and from project sites.
- Never throw or play with tools.
- Inventory and clean all tools at the end of each day and return them to their appropriate storage areas. Report any discrepancies to the unit leader.

c. Power Equipment

Members shall be alert and apply common sense at all times when operating power equipment. Inappropriate behavior will not be tolerated.

1. Protective Clothing and Equipment

Protective clothing and equipment such as hard hats, gloves,

safety boots, and foul weather gear will be issued to AmeriCorps*NCCC members as necessary. Such clothing or equipment remains the property of the government and, except for expendable or worn-out items, must be returned to the campus upon termination or when no longer needed. Members who lose this equipment may be required to pay for the loss. This may be accomplished by requiring the member to either replace the item or pay for it directly. Instruction in the proper use and maintenance of such clothing and equipment will be provided.

2. Eye Protection

Eye protection will be worn while using grinders, chainsaws, operating a chipper, stump cutter, sawing stranded cable or wire rope. Under no circumstances will face shields be worn in place of safety glasses; they may be worn over the safety glasses.

3. Hard Hats and Safety Boots

Hard hats and safety boots will be worn at all times at appropriate project sites, and when carrying or sharpening tools. Under no circumstances will soft caps or soft athletic shoes be worn in place of hard hats or proper work boots.

4. Hearing Protection

Hearing protection must be used when operating or working near:

- Routers, circular or table saws, or other power tools.
- Wood chippers, jack hammers, or other mechanical equipment.
- Tractors, back hoes, or other motorized equipment that have the potential of causing hearing damage as determined by the team leader.
- Any other area where the team leader determines there is the potential for hearing damage.

5. Safety Gear with Chain Saw

Safety chaps, bibs, or pants must be worn any time a member uses a chain saw.

6. Gloves

Except in rare cases, members must wear gloves while working on project sites, and when carrying or sharpening tools.

7. Dust Masks

Disposable dust masks must be worn when spraying paint, working with treated wood or plaster, or engaging in any other activity that results in dust fumes, mists, or other possible harmful conditions.

d. Drinking Water

All teams will be supplied with a water container that is to be taken to all project sites. Team leaders will ensure that drinking water is available at all times.

e. Transportation Safety

During transportation to and from AmeriCorps*NCCC activities, members will be seated inside the vehicle in which they are riding. No one will stand up, ride the tailgate, ride the running board, or ride outside of any vehicle. Proper restraints (seat belts/shoulder restraints) will be worn at all times.

f. Life Jackets

Members working in or around water must wear an approved life jacket. This includes, but is not limited to, persons working in boats or barges and cleaning streams in deep areas. When waders and/or hip boots are required, they must be equipped with steel toes. Members working over ice-covered water will carry a rope of at least 20 feet.

g. Tool Storage

Tools will be properly stowed for transport in vehicles at all times.

h. Fuel Storage

Fuel will only be transported in approved containers. At no time will fuel or other hazardous chemicals be transported in the passenger compartment of any vehicle.

i. Hunting-Related Hazards

Due to the extreme hazards associated with hunting seasons, AmeriCorps*NCCC teams may not work in any area where it is reasonable to assume hunters will be. Team leaders, staff, and project sponsors should be alert to any hunting-related hazards

and work together to ensure team safety. In some cases it may be necessary for members to wear blaze orange safety clothing.

Ninety-five percent of all accidents occur during the first hour of the day, or right after people stop working. During these times, people are not thinking about safety and their guard is down. Be aware of this and think safety.

RESPONSIBILITIES:

a. Members

Members will be monitored by team leaders and unit leaders to ensure that they are using safety equipment properly and responsibly. In cooperation with project directors, they will ensure that project sponsors provide appropriate training in the use of unfamiliar equipment and will participate in planning and/or presenting such training instruction.

b. Team Leaders

Team leaders are responsible for the day-to-day safety of their teams and for maintaining a safe working environment. They will conduct a safety briefing prior to commencing work each day. They will ensure that safety equipment, tools, and machinery are in good working order and in a good state of repair. Unsafe equipment will be reported and not used until repaired. This includes equipment borrowed from other entities.

c. Members and Team Leaders

- Members and team leaders will receive appropriate and recurring instruction and/or training in accident prevention, first aid, and CPR. Members and team leaders will:
- Comply with state and federal safety regulations and laws (including highway laws), and the Corporation for National and Community Service, AmeriCorps*NCCC or host facility policies and/or directives.
 - Maintain and safeguard all equipment assigned to them. Members are also responsible for advising team leaders or supervisors of the condition of their equipment.
 - Ensure that all passengers riding in their vehicles wear appropriate restraining devices. (The campus director may restrict driving by persons with unsatisfactory driving records. Vehicle operators are responsible for all parking or traffic tickets they receive while operating a vehicle in

- conjunction with an AmeriCorps*NCCC activity.)
- Not smoke, burn candles or incense, or create a fire safety hazard in their rooms.

SANCTIONS: Any violation of the above rules will be investigated and strict disciplinary measures will be taken, as appropriate.

HAZARDOUS MATERIALS

PURPOSE: To comply with the Occupational Safety and Health standards, and to ensure that all AmeriCorps*NCCC members are trained to recognize and work safely with any hazardous materials with which they may come in contact.

RESPONSIBILITIES: Each campus will ensure that hazards posed through the use of all chemicals both on campus and at work sites are evaluated, and that information concerning these hazards are transmitted during training sessions. Transmittal of information will include, but will not be limited to: identifying specific hazards associated with each product, labeling containers, using material safety data sheets, and providing instruction in the use of all hazardous chemical products for all AmeriCorps*NCCC members.

POLICY: In accordance with 29 CFR 1910.1200, individuals will be informed of all hazards associated with any chemical products as well as information on their proper usage.

a. Container Labeling

Each container holding hazardous material must be clearly labeled according to its contents and must display the appropriate hazard warning. Removing or defacing such labels is strictly prohibited.

b. Project/Work Site Inventory

Members and team leaders will participate in a hazard analysis before a new project begins in order to consider both potential safety hazards and accident prevention. This process shall include making a list of all products, the purpose of the products, and where they will be used. Member involvement ensures that all members have thought about safety and makes them more aware of potential hazards. After the brainstorming session,

teams will compile their analyses, provide copies to all team members, and provide a copy to the director for operations/logistics who will maintain a master list for the campus. Anytime a new hazardous material is used, it must be added to the list.

c. Material Safety Data Sheets (MSDS)

Campuses will:

- Maintain a mandatory resource file of MSDS on the hazards posed through the use of all chemical products purchased by AmeriCorps*NCCC or project sponsors.
- Ensure that an MSDS is maintained for each hazardous material on the master inventory list.
- Ensure that a MSDS are received with all incoming shipments of potentially hazardous products.
- Ensure that team leaders have a MSDS available for each hazardous material used on their respective project sites and within their respective dormitories.

TEAM CONDITIONING

PURPOSE: To increase strength and flexibility, to minimize and/or prevent injuries that may result from AmeriCorps*NCCC members' routine work or service, and to enhance self-esteem and esprit de corps.

POLICY: Members and team leaders will participate in team conditioning at least three times weekly. This conditioning will be team-based. Unit leaders will monitor the planned weekly workouts and will, to the extent possible, participate with their teams. All other AmeriCorps*NCCC staff are encouraged to participate in the campus physical fitness program. The conditioning program is important because AmeriCorps*NCCC undertakes hard, physical work and members need to be strong and limber enough to engage in it safely. During CTI, physical conditioning will be conducted by units or the entire corps to the extent practicable.

SAFETY CONSIDERATIONS:

a. Warm-Up and Stretching

All exercises must be preceded by an appropriate warm-up and stretching period and followed by an appropriate cool-down period.

b. Prohibited Stretching

Ballistic stretching, double-leg lifts of any type, and exercises that cause knee flexation over 90 degrees are strictly prohibited.

c. Road Guards

Any jogging/running formations will be accompanied by road guards wearing reflective orange vests and carrying flashlights, if appropriate.

d. Weather Conditions

Weather conditions will be considered at all times to determine the safety and feasibility of conducting physical training. Wet bulb criteria (an index that measures heat and humidity) will be followed.

e. Health Concerns

No individual will be required to participate in any exercise that is reasonably beyond his or her physical capability or that would constitute a direct threat to his or her health.

PROHIBITIONS: Under no circumstances will physical training be assigned as a disciplinary measure. However, if members refuse to participate or do not participate to their fullest extent, they will be subject to disciplinary action.

STANDARDS OF PHYSICAL TRAINING:

a. Total Fitness

The AmeriCorps*NCCC campus community subscribes to the principle of total fitness for all members and team leaders.

b. Exercise and Conditioning

Members and team leaders will engage in a regular and routine fitness regimen for exercise and conditioning while recognizing physically limiting conditions that exist among members of the community.

c. Fitness Goal

The regimen utilizes levels of fitness in order to accommodate the differences in the community, with the goal being to have the members and team leaders reach beyond their limits to new heights of physical stamina and attainment.

d. Continuity

Physical training will not be sacrificed in any manner. Provisions exist at each campus to provide for continuity in the fitness program regardless of weather, facilities, or program conflicts.

e. Cohesiveness

Routine physical training provides the team with cohesiveness within their community.

f. Benefits

Physical training is designed so that participants see its value. Members should consider physical training to be time well spent, and realize its personal benefits.

INCLEMENT WEATHER

PURPOSE: To establish guidelines for conducting service projects and/or physical training during severe weather conditions (i.e., extremes in temperature, heavy precipitation, or high winds). This is not only a health and safety issue; it also affects project quality and timeliness.

POLICY: Members should be prepared to spend a substantial amount of their time outdoors. Light rain, cold weather, or snow on the ground will not stop AmeriCorps*NCCC teams from completing service projects. Team leaders, unit leaders, and worksite supervisors should agree when working conditions are not appropriate for the team to continue working on the project. AmeriCorps*NCCC teams should receive training as to how to recognize and respond to conditions caused by severe weather. The following guidelines should be followed during periods of severe weather:

a. Cold Weather

In making decisions about outside activities in cold weather, staff should consider both the outside air temperature and the wind chill factor. The wind chill factor makes the body’s internal temperature regulating mechanisms feel as though it is much colder than the thermometer indicates.

The Wind Chill Index should be used in making a decision. A lower limit of 20 degrees Fahrenheit (when adjusted for wind chill) is the guideline for outside work. Outdoor activities may be authorized at colder temperatures for short periods of time, but only after the following safety precautions have been taken. Members should:

- Be trained to recognize the symptoms of frostbite and hypothermia.
- Be properly clothed for the temperature—foul weather gear for rain and wool or synthetic fabrics for cold extremes.
- Be assigned to work in pairs.
- Be assigned outside for limited periods of time.
- Have access to a readily available warm-up location.
- Be regularly monitored by team leaders and/or unit staff.

b. Hot Weather

Precautions must be taken both outdoors and indoors, in extremely hot and humid weather. The Heat Index demonstrates how heat and humidity combine to create hazardous working conditions. When working in hot weather, members and team leaders will:

- Have access to an adequate water supply.
- Wear SPF 15, at a minimum, sunscreen/block to protect themselves from sunburn.
- Undertake less physically strenuous work tasks.
- Take frequent breaks.
- Avoid working outdoors at mid-day.
- Be monitored frequently.
- Have been trained to recognize and be alert to symptoms of heat exhaustion and dehydration.

c. Heavy/Freezing Precipitation

On days when there is freezing rain or heavy precipitation, campuses should rely on information available from local sources-law enforcement, highway department offices, weather bureau, and the radio-to determine whether teams should report to project sites, or, if already at a project site, whether they should end work early to avoid unsafe travel conditions.

SPIKE CAMPS

PURPOSE: To provide to AmeriCorps*NCCC members information regarding spike camps.

POLICY: A spike occurs when a team undertakes a service project away from their normal project area and must stay overnight for one or more nights.

a. General

1. Length of Spikes

No team will be away from the campus for more than 60 continuous days (unless approved by National Headquarters).

2. Support Services

Support services for members will, to the extent practicable, be commensurate with campus support services and will be assured for the life of the project.

3. Communication

Adequate communication lines must exist between the spike camp and the campus.

b. Supervision and Accountability

All spike projects will be team-based. The following rules will apply:

1. Team Leader Responsibilities

The team leader is in charge of the team from the time of departure until return and is responsible for the safety and well-being of the team. However, any unit staff member or project staff member

may direct changes affecting the safety and well-being of the team, or the accomplishments of project objectives.

2. Delegation of Responsibilities

At the beginning of each day, the team leader will appoint one member to assume responsibility for the safety and well-being of the team in the event that a team leader becomes incapacitated. If such a situation arises, the appropriate unit leader must be notified immediately.

3. Spike Camp

The housing facility and boundaries designated by the team leader will be known as the spike camp. Any rules specific to the regional campus will be enforced in this area.

4. Code of Conduct

The AmeriCorps*NCCC Code of Conduct will be enforced at all times during the spike, including free time both on and off the spike camp.

5. Host Facilities Rules

Any rules specific to the host facility must be enforced.

6. Additional Rules

The team leader may establish additional rules as necessary and reasonable to ensure the health, safety, and morale of the team.

7. Leaving Spike Camp

No one may enter (friends, visitors), nor may members leave the spike camp without first notifying the team leader. Members who wish to leave the spike camp should do so in groups of two or more. Those leaving should inform the team leader as to their destination and expected time of return. Once back in the spike camp, members should check in with the team leader or person designated as camp watch.

c. Use of Government and Private Vehicles

1. Official Business

Government vehicles are to be used only for official business necessary for the health, welfare, and well-being of the team.

2. Recreational Purposes

Government vehicles may be used for recreational purposes after service hours and within a 15-mile radius of the spike camp. However, the vehicle may not be used to transport participants to establishments where alcoholic beverages are primarily consumed (i.e., bars, taverns, etc.). The team leader, with unit leader approval, may authorize a larger radius if needed.

3. Personal Business

The vehicle is not to be used for a member’s personal business.

4. Authorized Drivers

Only those members authorized to operate government vehicles may operate the vehicle during spikes.

5. Enforcement of Rules

Rules and regulations applying to the operation of government vehicles will be strictly enforced.

6. Private Vehicles

Personal (private) vehicles or rental cars are not allowed on spike, except as authorized by campus directors.

- Provide main campus and the project sponsor with a telephone number where the team can be reached.
- Assign boundaries to the spike camp upon arrival and make those boundaries clear to the team.
- Ensure that members and visitors are aware of spike camp rules.
- Check in with the main campus (unit leader) and provide a daily status report.
- Prepare and submit Project Status and Accountability Reports (progress report) to the unit leader at least once a week. The unit leader will then forward these reports to the campus director. At no time, while on spike, will alcohol be consumed by any member at the spike camp.

SANCTIONS: Any violation of spike rules may result in disciplinary action, up to and including, dismissal.

d. Team Leader Responsibilities

The team leader’s responsibilities include:

- Maintain a list of emergency contact phone numbers for campus personnel.
- Locate the emergency medical facility upon arrival and familiarize the team on how to get there in case of an emergency.
- Maintain a supply of worker’s compensation forms.

SERVICE HOURS POLICY

PURPOSE: To clarify the types of service, training and other related activities that can be included in a member’s record of “service hours.”

POLICY: The following policies apply to all AmeriCorps*NCCC members while participating in the AmeriCorps*NCCC program.

Federal legislation requires that all members and team leaders participating in AmeriCorps complete a minimum of 1,700 service hours over the course of their program. Team projects and individual service hours, in combination, will likely surpass the mandated 1,700 hours. With a shared understanding of the law and each campus’ tracking mechanism, the confusion over what does and does not count toward the 1,700 creditable service hours should be minimized.

DIRECT SERVICE:

a. Direct Service Requirement

At least 80 percent (1,360 hours per member) of the required 1,700 hours of service must be spent in direct service activities. In general, eligible direct service activities are those service activities that directly relate to a program’s community service projects. Key criteria are outlined below.

“Direct service” is service that is a direct benefit to the community where it is performed (not to include the AmeriCorps*NCCC community). This includes both team service projects and individual service hours, as approved.

Part of the minimum 80 percent can be activities incidental to performing direct service (such as travel to and from the worksite, project preparation and research, project portfolio completion, and project debrief). Members participating in the Corps Ambassador Program (CAP) as recruitment stewards may receive direct service credit for this service. Not more than 10 percent of a member’s direct service hours may be credited for this activity.

b. Prohibited Activities

Any activities that can be interpreted as efforts to influence legislation (i.e., advocacy, partisan political activities, voter registration drives). Involvement in the political process is permissible on the staff or members’ own time using their own resources but not while representing or with support of AmeriCorps*NCCC.

c. Duties not Considered Direct Service

Duties not considered direct service include:

- Service that supports the running of the AmeriCorps*NCCC campus (such as clerical work, cleaning dorms, and night-watch duty).
- Member involvement in committees and governance with the AmeriCorps*NCCC community. While this fosters citizenship and contributes to the overall health of the AmeriCorps*NCCC community, it does not fall within the intent of the legislation.

TRAINING: Up to 20 percent (340 hours) of total creditable service hours may be counted as indirect service toward the 1,700 mandatory service hours and is geared toward the development of members and of the communities in which we serve. If training spans beyond 20 percent of the required 1,700 hours, only the initial 20 percent will count.

Training includes:

- On and off-site education/training that relates to members’ ability to perform service (such as CTI, technical skills, CPR, first aid, mediation, and conflict resolution skills).
- GED classes.
- General education classes that support the development of the individual.
- Service-learning activities that help members to transfer learning on their project sites to other contexts.
- Building infrastructure in the community (such as meeting with a community-based organization in order to develop a relationship with that organization).

Since federal funds cannot be used to support religious activities, courses that relate to religion are not considered training. Also not included as training are involvement in the Governance Council and other AmeriCorps*NCCC community building.

INDEPENDENT SERVICE HOURS: Of the 1,700 service hours required for program completion, 80 of these hours must be performed in independent service projects (ISP). These ISPs must be approved by the campus director, or his or her designee, and must be performed so as not to interfere with the members’ regular, team-based projects. Program directors will assist members in identifying and developing ISPs. Campus directors will also assist members with transportation needs and other administrative support. Members who fail to

achieve the 80 hours of ISP service may be subject to having their education awards withheld or pro-rated. Team leaders are exempt from the ISP requirement.

FEDERAL TORT CLAIMS ACT

PURPOSE: To establish policy and procedures to be followed when accidents occur while team leaders and members are performing within the official scope of their duties.

POLICY: Under Title 42 U.S.C. Section 12620 (c), the National and Community Service Act of 1990, as amended, members are federal employees for purposes of the Federal Tort Claims Act (FTCA). Under this act, the federal government assumes liability for any damage to property or injury to third persons caused by a federal employee that arises out of his or her official duties and for which the individual would be liable under local law. It should be noted that contract employees are not government employees and consequently are not covered by the FTCA.

a. Reporting a Claim

If any claim is made against an AmeriCorps*NCCC participant or staff member with respect to an automobile accident or other damage (or in cases of potential liability for damage) to property or injury to persons, the individual should report such claims to the director for operations/logistics. The director for operations/logistics or the campus director must immediately notify the director of AmeriCorps*NCCC, who will consult with the Corporation Office of General Counsel, who will then advise the AmeriCorps*NCCC director as to the steps that should be taken.

b. Statements about Claims

Individuals should refrain from making any statements to other parties regarding accidents and the ultimate liability of the government on a particular claim. Such statements should only be made to government investigating officers. Depending on the amount of the claim in question, either the Office of General Counsel or the Department of Justice will make the final determination as to whether an accident occurred within the scope of the individual’s service-related activities and the extent of the federal government’s liability.

c. Full Cooperation

Individuals are expected to give full cooperation to the Office of General Counsel in obtaining necessary evidence and materials and to the United States Attorney in the event any legal action is initiated in connection with an accident.

d. Personal Liability

During off-duty hours, or in any situation in which AmeriCorps*NCCC members are not engaged in service-related activities, they are as personally liable as any other citizen for any damage or injury they may cause.

MEMBER LIABILITY FOR GOVERNMENT PROPERTY

Members will be financially responsible for government property under their control that is either damaged or lost as a result of gross negligence or a deliberate willful destruction of the property. Gross negligence is defined as the intentional failure to perform a duty in reckless disregard of the consequences, which directly affects the property of another.

When a campus director makes a preliminary determination that government property was either lost or damaged as a result of gross negligence or deliberate destruction, the member will be presented a Statement of Charges, which will include a description of the property, the replacement value of the property, a short narrative stating how the property was either lost or damaged, and a determination as to the member’s pecuniary liability.

The member will either sign the Statement of Charges, agreeing to pay for, or replace the item, or disagree with the conclusion and, within five duty days, present a rebuttal statement, together with witness statements and other evidence in support of the rebuttal. The director will then appoint a staff member to conduct an informal investigation to determine the validity of the rebuttal statement. The investigating officer will present his or her findings to the director, who will make a final decision. The director may impose either the replacement value or depreciated value (when appropriate), allow an acceptable replacement, or impose no liability at all in appropriate situations. Appeals from the campus director’s decision must be submitted in writing to the AmeriCorps*NCCC national director within seven days of the campus director’s notification. The appeal should state the reasons for the appeal, and be accompanied by relevant witness statements and/or other documentation supporting the appeal.

Once liability has finally been determined, the individual will be given a reasonable period to either replace, or pay for, the loss or damage (usually no more than one pay period). Deductions may not be made from the member’s living allowance; however, failure to pay may be the basis for disciplinary action up to, and including, dismissal. Additionally, if a member owes money at the end of the program, a director may take this into consideration in determining whether or not the member has successfully completed the program. Successful completion of the program is required to be eligible for the education award. Consequently, the award may be withheld until such time that the member satisfies the debt to the government.

PHYSICAL AND MENTAL HEALTH

PURPOSE: To establish physical and mental health guidelines for continued service in AmeriCorps*NCCC and to define the conditions for medical hold, medical termination, and medical readmittance.

POLICY:

a. Health History

To be eligible to serve in AmeriCorps*NCCC, the applicant must be free of any health condition (medical, mental, or emotional) that:

- Represents a current and direct threat to other members of AmeriCorps*NCCC or to the applicant himself or herself.
- Precludes participation in the AmeriCorps*NCCC program with a reasonable expectation of successful completion.
- Requires prolonged inpatient medical care or special medical attention that AmeriCorps*NCCC cannot reasonably accommodate.

b. Definition of “Direct Threat”

“Direct threat” means a significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation. The determination that an individual poses a “direct threat” shall be based on an individualized assessment of the individual’s present ability to safely perform the essential functions of the service. This assessment shall be based on reasonable medical judgment that relies on the most current medical knowledge or on the best available objective evidence. In determining whether an individual would pose a direct threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur;
- Whether reasonable modifications of policies, practices, or procedures will mitigate the risk.

c. Medical Hold

If, due to an injury or illness, a member is unable to train or serve for a period of 10 to 30 days, he or she will be placed in a medical hold status. The decision to place the individual on medical hold will be made by the campus director who will base the decision on information provided by the individual’s attending physician. The member will be informed in writing of the effective date of placement into medical hold.

1. Special Care

During the medical hold period, the member will ordinarily be sent home if he or she is not required to remain in a hospital but still needs special care. Individuals who do not require special care may, at the campus director’s discretion, be allowed to remain on campus. Living allowances will continue; however service hours will not be earned. An individual who has been, or who is, on medical hold at the completion of the program, will graduate with the rest of his or her class.

2. Short Periods of Incapacitation

If a member is incapacitated for a period of less than 10 days as a result of illness on injury, he or she will not be placed on medical hold and will be allowed to remain on campus if appropriate. All allowances and stipends will continue. However, no service hours will be earned during this period.

d. Medical Termination

If the member will not be able to resume service within 30 days after being placed on medical hold, the member may, at the discretion of the campus director, be disenrolled for medical reasons. However, if a campus director decides to keep a member on medical hold after he or she has been in that status for a 30-day period, the living allowance will not be paid for any time after the 30 days have elapsed. The living allowance will resume when, and if, the member is reinstated. The decision to terminate

an individual for medical reasons will be made by the campus director on the basis of information received from the individual’s attending physician or other medical consultation obtained by AmeriCorps*NCCC. Written notice of termination must precede the date on which the individual is proposed to be medically terminated.

If a member receives a medical termination, health benefits will be paid through the effective termination date. Education awards may be pro-rated in accordance with Corporation/AmeriCorps*NCCC policy.

An individual may appeal the decision to medically terminate him/her on the basis of disagreement with the anticipated time of recovery from the illness or injury. If an individual chooses to appeal, he or she should submit a written appeal, with supporting documentation within 15 days of receipt of the written notice to the director of AmeriCorps*NCCC, 1201 New York Avenue, NW, Washington, DC 20525.

The Office of the Director of AmeriCorps*NCCC will review all information submitted and may request additional medical information from the attending physician. After review of all pertinent medical documentation, the director will render a final decision on the appeal. If the appeal is upheld, the individual will be reinstated into AmeriCorps*NCCC service retroactive to the date of termination.

e. Medical Readmittance

If a former member wishes to reenter service following medical termination, he or she should submit a written request to the director of AmeriCorps*NCCC along with a statement from the attending physician that the individual is fit to return to service. AmeriCorps*NCCC may seek additional medical consultation in such cases as necessary. The director may admit the individual to the next class provided the individual meets the age restrictions, will not have completed more than two terms of service upon the new termination date, and is deemed to be physically and mentally able to participate with or without reasonable accommodation.

MEMBER GRIEVANCE PROCEDURES

PURPOSE: To provide a mechanism for identifying and resolving training or service-related grievances in a fair, orderly, and timely manner with minimum disruption to the program’s mission and objectives.

POLICY: These grievance procedures shall be used when a member or team leader believes that his or her ability to participate in, or receive the full benefits of, the program has been diminished because of disagreements with other members or staff personnel. This includes disagreements concerning service credit, or other types and amounts of education awards due at the termination of the individual’s participation in the program.

The procedures shall not be used in the following circumstances:

- To raise allegations of discrimination or disparate (unfair) treatment based upon discrimination (Equal Opportunity procedures are available for these types of complaints).
- To complain about campus policies, operations, physical living conditions, size or locations of living quarters, or other similar matters. These types of concerns should be brought to the attention of the campus administration through normal channels established for these purposes.
- To challenge a proposal or decision by the campus administration to transfer, terminate, suspend, fine, or otherwise discipline a member for conduct that, in the opinion of the campus director, jeopardizes the enforcement of the standards of conduct established by AmeriCorps*NCCC, or that may diminish the opportunities of other individuals. Additionally, these grievance procedures will not be used to appeal a disciplinary action.

GRIEVANCES AGAINST FELLOW MEMBERS:

a. Conflict Resolution

If a member has a grievance against another member of AmeriCorps*NCCC, he or she should first try to resolve the matter by requesting a meeting with the other member and the appropriate team leader(s), or a trained counselor mutually agreed upon by both parties, or in cases involving residence hall issues, the unit leader or residence hall director, within three duty days following the incident. If previous attempts to resolve the matter by the parties have resulted in an impasse, the time limit shall begin to run from the day of the impasse. The time limit may be waived by the campus director for good cause.

b. Written Complaint

If the face-to-face meeting does not resolve the matter, the aggrieved member may submit a written complaint through his or her team leader to his or her unit leader. The written grievance should specifically describe the circumstances giving

rise to the complaint, including the date and time of the incident, the names of the parties involved, witnesses to the incident, and a short statement as to how he or she thinks the grievance should be resolved. The written complaint should be endorsed by the team leader (with a recommendation) and be presented to the grieving party’s unit leader within three duty days from receipt.

c. Unit Leader

The unit leader will then attempt to resolve the complaint with the concerned parties. This shall take place within three duty days from receipt of the written complaint. If the matter cannot be resolved to the mutual satisfaction of both parties, the unit leader will submit the matter within three duty days (with recommendations) to the campus director, or her/his designee, for final decision. If the conflict is acted upon by someone other than the campus director, the findings and recommendation(s) of this individual shall be forwarded to the campus director, who will either approve or disapprove the recommendation. The final decision will be made within five duty days and transmitted to the grieving party within five duty days from the date of the director’s final decision.

d. Campus Director

The decision of the campus director is final and binding on all parties. There is no appeal of the campus director’s decision. Failure to comply with this decision may also be the basis for disciplinary action (including dismissal from AmeriCorps*NCCC) against the offending party.

GRIEVANCES AGAINST STAFF:

a. Conflict Resolution

If a member has a grievance against a team leader or staff member, he or she should attempt to resolve the matter by meeting with the individual within three duty days following the incident. This also applies to team leaders who have complaints concerning campus staff. If the complaint concerns a service issue or assignment, the individual will comply with the staff member’s instructions and then attempt to schedule a meeting with the staff member in order to resolve the conflict. If the staff member does not meet with the individual within three duty days or at the time mutually agreed upon by both parties, or if the meeting fails to produce an acceptable resolution to the

grievance, the individual may submit a written complaint to the staff member’s immediate supervisor. The complaint should specifically describe the circumstances surrounding the complaint and the names of individuals who may have information surrounding the incident. Finally, the complaint should contain a short statement as to how he or she thinks the grievance should be resolved. The written complaint should be endorsed by the supervisor of the grieving party (with a recommendation) and be presented to the campus director within three duty days from receipt.

b. Campus Director

The campus director will then attempt to resolve the complaint with the concerned parties. This shall take place within 10 duty days from receipt of the written complaint. The campus director will make the final decision concerning the complaint and transmit this decision in writing within five duty days from the date that the final decision is made by the campus director.

c. Appeal of Decision

The decision of the campus director is final and binding on all parties except for those grievances that concern service hour credit and/or education award determinations. In these situations, a member or team leader may appeal the campus director’s decision to the national director, who will give the individual an opportunity to submit matters on his or her behalf. Depending on the circumstances, an objective fact-finder may be appointed to ascertain the facts and make a recommendation to the AmeriCorps*NCCC national director, who will make the final decision concerning the grievance. For all other grievances, there is no appeal of the campus director’s decision. Failure to comply with this decision may be the basis for disciplinary action (including dismissal from AmeriCorps*NCCC) against the offending party. Nothing in these procedures either mandates or precludes AmeriCorps*NCCC from taking official disciplinary action against government employees who are involved in duty-related misconduct.

GRIEVANCES AGAINST CAMPUS DIRECTORS: The only grievances that may be brought against a campus director are those related to the director’s personal conduct that is not performed within the scope of his or her official duties. In situations such as these, members may contact AmeriCorps*NCCC

Headquarters. Decisions made by campus directors in the course of their official duties may not be grieved, except as discussed above.

SERVICE-LEARNING AND PERSONAL DEVELOPMENT

PURPOSE: To establish procedures and guidelines to be followed in developing an appropriate education and training program to ensure success in project completion and the personal and professional development of all members.

POLICY: The mission of AmeriCorps*NCCC is to get things done in communities while at the same time, prepare America’s future leaders for continued service to their communities beyond their AmeriCorps*NCCC commitment. Therefore, a solid educational program, complementing the work projects and overall campus life, is a critical element of AmeriCorps*NCCC’s success.

Service-learning and personal development involves several components, including:

a. Corps Training Institute (CTI)

CTI is conducted during the first three weeks after members arrive on campus and is coordinated by the campus director and his or her staff, AmeriCorps*NCCC staff in the national office, and outside consultants. It is implemented by unit leaders, team leaders. CTI is an intensive program designed to develop the AmeriCorps*NCCC campus community. Full participation in CTI is expected and essential for members to be prepared for service throughout the AmeriCorps*NCCC year.

b. Service Training and Preparation

AmeriCorps*NCCC recognizes that quality community service has many components. Among these components is the cycle of learning where good preparation and training precedes the service project and thorough evaluation and reflection occurs throughout and after completion of the project. The campus staff will work in collaboration with the program director, assistant program director, sponsoring agencies, and unit leaders to provide pre-service training. Preparation will include use of equipment and safety procedures as appropriate and background information about community or natural environment of the project site.

c. Service-Learning

Members and AmeriCorps*NCCC staff will be expected to teach each other and the communities they are serving throughout the year and to reflect together about experiences on project sites. This reflection will focus on three essential questions: What did we do? What did we learn? How will we use this experience in the future? This kind of learning (service-learning) is facilitated through the following activities:

- Exploration of issues by the AmeriCorps*NCCC community as a whole, in units and in teams. The AmeriCorps*NCCC community will explore as a group such questions as: How do you create healthy communities? What do all healthy communities have in common? What kind of relationships help communities work together? How does diversity keep a community healthy? How do we make and keep healthy communities?
- All members and team leaders will be provided with journals and are expected to use them as part of their preparation and reflection before, during, and after each project.

A service-learning project portfolio is another document assembled by an AmeriCorps*NCCC team that records the service learning project experiences and accomplishments. The service-learning project portfolio is used for reflection, documentation and presentation purposes and is targeted for use by members, project sponsors, and AmeriCorps*NCCC staff members. The completed portfolio can be used by members as background for resumes, job seeking, or educational applications. Finally, AmeriCorps*NCCC staff members can use the finished service learning project portfolio as documentation of members activities—a tangible account of program achievements.

d. Personal and Professional Development

AmeriCorps*NCCC is committed to enhancing the skills and education of all members and staff. AmeriCorps*NCCC will provide resources, strategies, and opportunities for individuals to make decisions and plans for their future following AmeriCorps*NCCC, including the following:

- Members and team leaders will complete an Individual Learning Plan (ILP), identifying goals and skills to be developed over the course of the year.
- Once determined, individuals will be encouraged to work on the goals/skills identified in their ILP through community service, mini-courses, and available resources through the Academy staff and in the community.

- AmeriCorps*NCCC expects members who have yet to obtain a high school diploma or GED to include this goal in the ILP.

e. Other Activities

In order to provide a campus environment that promotes the whole person concept, a number of campus traditions will be developed. A wide variety of optional structured leisure activities will be coordinated by the campus staff working in conjunction with members.

GLOSSARY OF TERMS

Administrative Staff—Refers collectively to the campus director, director for operations/logistics, program director, unit leaders, and other support personnel located in the administrative office.

AmeriCorps—The national service initiative that involves more than 50,000 individuals in full- and part-time service. AmeriCorps is composed of AmeriCorps*NCCC, AmeriCorps*VISTA, and more than 600 state, local and national nonprofit organizations.

Community Meeting/Morning R.A.P.—Reflection, Announcements, and Physical Training. It is an opportunity for the whole corps to come together to reflect on service activities, be informed about upcoming events, and address campus community issues.

Campus Director—The administrative head of the AmeriCorps*NCCC campus reporting directly to the national director of AmeriCorps*NCCC in Washington, DC.

Community Working Group—The AmeriCorps*NCCC Community Working Groups serve as the primary linkage to local and neighboring communities by facilitating communication between policymakers, elected officials, and community leaders. They assist in identifying service-learning projects, reviewing results and serving as liaison to project sponsors.

CTI—Corps Training Institute. This refers to the first three weeks of training for all AmeriCorps*NCCC members. It is a time of preparation and readiness for the months of service ahead.

Director for Operations/Logistics—The chief assistant to the campus director who is responsible for overall day-to-day management of the AmeriCorps*NCCC campus and logistical support for projects.

Focus Day—Scheduled either once or twice monthly, the entire AmeriCorps*NCCC community will stay on campus for an education focus day.

Headquarters—The AmeriCorps*NCCC staff at the Corporation for National and Community Service.

ILP—Individual Learning Plan. All members and team leaders assisted by their staff, are expected to develop and complete a learning plan.

AmeriCorps*NCCC members—This term refers to all members and team leaders assigned to AmeriCorps*NCCC.

On-Site—Refers to activities being conducted at a project site.

POV—Privately Owned Vehicles (i.e., your car).

Program and Assistant Program Director—Responsible for outreach to the community, development of project proposals, training, selection of projects, initial planning for work sites, and confirming project accomplishment.

Spikes—A spike is a service project away from the member's normal residential area, requiring a stay for one or more nights.

Spike camp—The housing facility and boundaries designated by the team leader when teams are on a service project away from campus.

Staff on Duty—At least two staff members will be "on-duty" (or on-call) at all times—one in the residence hall who is physically present and a staff member who can be reached by beeper. Duty schedules and phone numbers will be distributed to all members and staff.

Team—The primary entity for each member. Every member has been assigned to a team with an assigned team leader. Teams train, travel, and work together.

Team Leader—The immediate supervisor of members. Team leaders are responsible for the safety, well-being, productivity, and personal development of each member assigned to their team.

Unit—Four to five teams together compose a unit. At times, units will be training for and traveling to projects together. Much of the training during CTI will be accomplished by units.

Unit Leader—The AmeriCorps*NCCC staff member responsible for his or her assigned members, and the activities of the entire unit. Is involved in planning most of the details for work and how it is to be accomplished at individual project sites—is also the first line supervisor of team leaders

